



REGULAR TOWN COUNCIL MEETING

Tuesday, September 14, 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 Budget Workshop of 08/16/2021, RTCM of 08/16/2021, & Budget Workshop of 08/30/2021**

Exhibit: Agenda Report Number 4a

Attachments:

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

- b. **Surplus of Municipal Owned Property**

Exhibit: Agenda Report Number 4b

Attachments:

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

- c. **Union Agreement with Fire Department IAFF**

Consideration of Agreement Between the Town of Malabar, Florida and Local 2446 of the International Association of Firefighters.

Exhibit: Agenda Report Number 4c

Attachments:

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

- d. **Purchase of Replacement Storage Units at Public Works Yard**

Exhibit: Agenda Report Number 4d

Attachments:

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

5. ATTORNEY REPORT
6. BCSO REPORT
7. BOARD / COMMITTEE REPORTS
 - a. T&G Committee
 - b. Park & Recreation Board

c. Planning & Zoning Board

8. STAFF REPORTS

a. Manager

b. Fire Chief

c. Public Works Director - Written Report

Exhibit: Agenda Report Number 8c

Attachments:

- **Agenda Report Number 8c** (Agenda_Report_Number_8c.pdf)

d. Clerk

9. PUBLIC COMMENTS

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

Five (5) Minute Limit per Speaker

10. PUBLIC HEARINGS : 5

a. Storm Water Assessment Roll for Collection for FY 2021/2022

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; PROVIDING CERTIFICATION OF ANNUAL STORMWATER UTILITY ASSESSMENT ROLL FOR FY 2021/2022; ADOPTING AN ANNUAL BUDGET FOR THE TOWN'S STORMWATER UTILITY; PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10a

Attachments:

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

b. First Reading: Approve Millage Levy Rate for FY 2021-2022 (Ordinance 2021-17)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; ADOPTING THE MILLAGE RATE OF 2.4899 FOR THE LEVY OF AD VALOREM TAX WITHIN THE TOWN FOR THE PERIOD FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022, AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10b

Attachments:

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

c. First Reading: Approve Budget for FY 2021-2022 (Ordinance 2021-18)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; ADOPTING THE BUDGET OF \$3,338,915.00 FOR THE FISCAL PERIOD FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10c

Attachments:

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

d. Second Reading: Amend Chapter 13 to Provide for Road Closures and Vacates (Ordinance 2021-15)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 13, ADDING A NEW SECTION 13-26 PROVIDING DEFINITIONS AND PROCEDURES FOR TEMPORARY CLOSURE AND/OR VACATION AND ABANDONMENT OF PUBLIC RIGHTS-OF-WAY; DELETING IN FULL SECTION 1-12.8 IN ARTICLE XII; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10d

Attachments:

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

e. Amend Comp Plan to add State required Property Rights Element (Ordinance 2021-16)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; ADOPTING THE TEXT CHANGE TO THE MALABAR COMPREHENSIVE PLAN WITH A LARGE SCALE AMENDMENT (LSA) NO. 2021-02; ADDING A PROPERTY RIGHTS ELEMENT WITH THE ASSOCIATED GOAL AND POLICIES GOVERNING PROPERTY RIGHTS; REQUESTING EXPEDITED STATE REVIEW; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10e

Attachments:

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

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

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

12. ACTION ITEMS

ORDINANCES:4

RESOLUTIONS:2

MISCELLANEOUS:3

a. Amend Article XVI Related to Required Road Dedication (Ordinance 2021-12)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE LAND DEVELOPMENT CODE OF THE TOWN; AMENDING ARTICLE XVI SUBDIVISIONS; AMENDING SECTION 1-16.4 PERTAINING TO ROAD DEDICATION AND REQUIRED LANGUAGE IN SUBDIVISION COMMUNITY ASSOCIATION RESTRICTIVE COVENANTS REGARDING MAINTENANCE OF ROADS, STREETS AND RIGHT OF WAYS; AMENDING SECTION 1-18.7, PERTAINING TO PROCEDURE FOR ACCEPTING ROAD DEDICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12a

Attachments:

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

b. Amend Article XV Related to Tree Protection and Restoration (Ordinance 2021-19)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE LAND DEVELOPMENT CODE OF THE TOWN; AMENDING ARTICLE XV, RELATING TO UPDATED REFERENCES THROUGHOUT; PROVIDING FOR NEW REQUIREMENTS IN SECTION 1-15.8 AND 9 RELATED TO LAND CLEARING AND TREE REMOVAL PERMITTING PROCESS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12b

Attachments:

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

c. Amend Article V Related to Fill and Erosion Control (Ordinance 2021-20)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING ARTICLE V IN THE LAND DEVELOPMENT CODE TO ADD NEW SECTIONS DEALING WITH APPLICATION, PERMITTING AND OPERATIONAL REGULATIONS FOR BRINGING ADDITIONAL FILL ON RESIDENTIAL PROPERTIES AND REQUIRING PROPER EROSION CONTROLS MEASURES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12c

Attachments:

- **Agenda Report Number 12c** (Agenda_Report_Number_12c.pdf)

d. Amend Article VII Related to Site Plan Regulations (Ordinance 2021-21)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING ARTICLE VII IN THE LAND DEVELOPMENT CODE TO UPDATE APPLICABILITY AND FILING PROCEDURES FOR SITE PLANS, BOTH RESIDENTIAL AND COMMERCIAL; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12d

Attachments:

- **Agenda Report Number 12d** (Agenda_Report_Number_12d.pdf)

e. Amend Fee Resolution

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; PERTAINING TO THE AMENDMENT OF ADMINISTRATIVE AND PERMIT FEES REQUIRED TO BE ESTABLISHED BY VARIOUS ORDINANCES OF THE TOWN OF MALABAR; PROVIDING FOR AN UPDATED APPLICATION FEE REQUIREMENTS FOR LAND CLEARING AND TREE REMOVAL ACTIVITIES FOR BOTH RESIDENTIAL AND COMMERCIAL PURPOSES; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12e

Attachments:

- **Agenda Report Number 12e Revised** (Agenda_Report_Number_12e_Revised.pdf)

f. Recognize the Florida League of Cities Advocacy Team (Resolution 10-2021)

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; COMMENDING THE FLORIDA LEAGUE OF CITIES (FLC) AND THE LEGISLATIVE AFFAIRS TEAM FOR THEIR HARD WORK REPRESENTING FLORIDA'S MUNICIPALITIES DURING THE 2021 FLORIDA LEGISLATIVE SESSION.

Exhibit: Agenda Report Number 12f

Attachments:

- **Agenda Report Number 12f** (Agenda_Report_Number_12f.pdf)

g. Waste Management (WM) Memorandum of Understanding (MOU) for Interim Service Period from October 2021 - March 2022

Exhibit: Agenda Report Number 12g

Attachments:

- **Agenda Report Number 12g** (Agenda_Report_Number_12g.pdf)

h. Solid Waste RFP Bid Recommendation and Authorization to Negotiate

Exhibit: Agenda Report Number 12h

Attachments:

- **Agenda Report Number 12h** (Agenda_Report_Number_12h.pdf)

i. Amended FCT Grant Requirements re: Fern Creek

Exhibit: Agenda Report Number 12i

Attachments:

- **Agenda Report Number 12i** (Agenda_Report_Number_12i.pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

13. DISCUSSION/POSSIBLE ACTION

14. PUBLIC COMMENTS

General Items (Speaker Card Required)

15. REPORTS - MAYOR AND COUNCIL MEMBERS

16. ANNOUNCEMENTS

(1) Vacancies on the Trails and Greenways Committee

17. ADJOURNMENT

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

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

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 4.a.
Meeting Date: September 14, 2021

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

SUBJECT: Meeting Minutes on Consent Agenda

BACKGROUND/HISTORY:

Summary of Council actions at the Town Council Regular Meeting Minutes

ATTACHMENTS:

- Draft Budget WS Minutes of 08/16/2021
- Draft Minutes of RTCM Minutes of 08/16/2021
- Draft Budget WS Minutes of 08/30/2021

ACTION OPTIONS:

Council Action on Consent Agenda

**MALABAR TOWN COUNCIL BUDGET WORKSHOP MEETING MINUTES
AUGUST 16, 2021, 7:00 PM**

This mtg of the Malabar Town Council was held at Malabar Town Hall, 2725 Malabar Road, Malabar, FL 32950.

1. CALL TO ORDER:

Chair, Mayor Patrick T. Reilly called the meeting to order at 7:00 pm and said P&P.

2. ROLL CALL:

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

STEVE RIVET

COUNCIL MEMBERS:

MARISA ACQUAVIVA

BRIAN VAIL

DAVID SCARDINO

DANNY WHITE

TOWN MANAGER

LISA MORRELL

TOWN CLERK/TREASURER:

DEBBY FRANKLIN, arrived 7:08pm

3. Discussion of Council Priorities and Strategic Direction

• Capital Projects and Funding Priorities

ITM Lisa Morrell went over the Power Point presentation and highlighted some of the key points of the budget.

She also informed Council that she has received the agreement for the ARPA distribution. Malabar will receive 1,595,219.00 with the first distribution this year at \$797,610.00. Atty Bohne has reviewed, and she will execute tomorrow and submit.

Franklin arrived at 7:08.

ITM Lisa said the budget is a "spending plan" not a checkbook. As we go through the year we may have to adjust/amend periodically and will continually shuffle figures within departments throughout the year.

Budget includes a new vehicle for FD Chief and his PU will go to PW and Town will surplus the Dakota PU. She then went over the funding expectations for both rev and exp. We have talked about Corey and Weber and want to have the funding source to do the paving and striping. Remodel the MCP restroom.

The proposed millage rate was then discussed (10% increase of RBR).

Some of the funding can come from ARPA for some of the touchless improvements.

Increase the funding for fall and spring fest. Have presented balanced budget to you tonight.

Millage at 2.4899

Budget at 3,189,672.00 – balanced

Need to prioritize CIP and include the maintenance, personnel, plus cost of projects. We have input from the Board. It would be nice to have dollars.

ITM Morrell stated that the ARP Funds are expected soon, and the estimate for the Town's portion is about 1.595,219 split in two payments.

IMT Morrell presented the expected revenues and discussed some shortfalls and overages.

CIP discussion will continue in the regular council meeting under Item 10.d.
CM Acquaviva remembers the 5-year plan with the prioritizing of the plan. It is not set in stone – what is the cost.

Steve wants to do line by line and he comes out better educated. CM White said some had WC in several places and wants to consolidate and be better informed. Investments are volatile. WC is 45K and was 29K last year.

Consensus of Council to have another Budget Workshop on 8/30/2021 at 7:30PM. Schedule and have 1.5 hours to do line by line review and explanation of highlights and consolidations.

3. **ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was adjourned at 7:27 P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

Date Approved: 9/14/2021

DRAFT

**MALABAR TOWN COUNCIL REGULAR MEETING MINUTES
AUGUST 16, 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 immediately after the Budget Workshop ended. CM Scardino did P&P.

2. ROLL CALL:

CHAIR:	MAYOR PATRICK T. REILLY
VICE CHAIR:	STEVE RIVET
COUNCIL MEMBERS:	MARISA ACQUAVIVA
	BRIAN VAIL
	DAVID SCARDINO
	DANNY WHITE
TOWN MANAGER: (ITM)	LISA MORRELL
TOWN ATTORNEY:	KARL BOHNE, excused
TOWN CLERK/TREASURER:	DEBBY FRANKLIN

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

4. CONSENT AGENDA:

4.a. Regular Town Council Mtg Minutes of 8/02/2021

4.b. SAI Request for Schedule Extension – chg. order 002

MOTION: CM Acquaviva / CM Vail to approve. Vote: All Ayes.

5. ATTORNEY REPORT: Attorney excused

6. STAFF REPORTS:

6.a. Town Manager – No prepared statement for mtg. Has been working on Solid Waste RFP. Waiting for one committee person to respond. Committee meeting to review bids is set for 8/31/2021 in the evening. She has been busy answering the 100+ questions from the bidders that submitted input so far. Some questions overlapped but you could tell who had what priorities. CM Acquaviva asked if WM is participating. ITM Lisa has received the MOU from WM but is not bringing to Council until the bid period closes.

8.b. Fire Chief: excused - no report

8.c. Clerk – Nothing

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.

7.a. Recognition of Gift of Framed Sandhill Crane Photo by Lloyd Behrendt.

Mayor read and presented the Certificate of Appreciation to Lloyd Behrendt. Clerk unveiled the photo. ITM Lisa took pictures of the presentation. Council asked some questions about the birds. Mr. Behrendt said Sandhill Cranes have lots of predators such as coyotes and bobcats, but also feral cats and dogs will also take them. Boys are always born two days before the girls. Found a fossil of SandHill crane over 10 mil yo recently in the Midwest. Mr. Behrendt explained that other cities are following Malabar's example. The City of Lake Helen has named the Sandhill Crane their Town Bird as well, and others are interested as well. Mr. Behrendt then thanked Council for their hard work.

8. PUBLIC HEARINGS: 2

10.a. Amend Chapter 13 to provide for a recordable document to track required road paybacks (Ord 2021-13)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 13, SECTION 13-47 PROVIDING FOR A ROAD REIMBURSEMENT RESOLUTION TO RECORD ROAD PAYBACKS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10.a.

Ord read by title only.

Chair asked staff: nothing beyond the agenda report.

PH opened. None. PH closed.

Discussion: none.

MOTION: CM Vail / CM Rivet to Adopt Ord 2021-13.

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 Code to Provide for RVP (Ord 2021-09)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE TOWN'S LAND DEVELOPMENT CODE, PROVIDING A NEW ZONING DESIGNATION FOR RECREATIONAL VEHICLE PARKS (RVP); AMENDING ARTICLE II, SECTION 1-2.2, TABLE 1-2.1, TO REFLECT SUCH NEW DESIGNATION; AMENDING ARTICLE III, SECTION 1-3.1, BY CREATING A NEW SUBSECTION 1-3.1 "P. RVP "RECREATIONAL VEHICLE PARK" ; AMENDING SECTION 1-3.2, TABLE 1-3.2 TO INCLUDE RECREATIONAL VEHICLE PARKS AS A PERMITTED USE IN THE R-MH ZONING DISTRICT; AMENDING SECTION 1-3.3, SIZE AND DIMENSION CRITERIA, SUBSECTION "A", AND BY CREATING A NEW SUBSECTION "G"; PROVIDING FOR AN APPLICATION AND OPERATIONAL PROCEDURES FOR RECREATIONAL VEHICLE PARKS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10.b.

Ord read by title only.

Chair asked staff: ITM Lisa said it was amended per last meeting. It is notated in red and went through the ordinance on the overhead.

PH opened. None. PH closed.

MOTION: CM White / CM Acquaviva to Adopt Ord 2021-09.

Discussion: none

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

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

10. **ACTION ITEMS:**

ORDINANCES for FIRST READING: 1

10.a. Amend Chapter 13 to provide for ROW Vacate Process (Ord 2021-15)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 13, ADDING A NEW SECTION 13-26 PROVIDING DEFINITIONS AND PROCEDURES FOR THE TEMPORARY CLOSURE AND/OR VACATION AND ABANDONMENT OF PUBLIC RIGHTS-OF-WAY; DELETING IN FULL SECTIONS 1-12.8. AND 9. IN ARTICLE XII; PROVIDING FOR, SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 10.a.

Ord read by title only.

ITM Morrell the ordinance moves the location of the vacate regulations from the LDC to the Chapter of the Code that deals with streets and roads. Franklin added that the ordinance also

provides process for Council to grant authorization for staff to close public ROWs temporarily or permanently. There have been multiple requests recently and this provides a process.

Housekeeping.

MOTION: CM Vail / CM Scardino to approve first reading of Ord 2021-15.

Discussion: none

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

RESOLUTIONS: 1

10.b. Appoint Alt Member to T&GC (Reso 06-2021)

Reso read by title only.

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF DANIEL WAITE 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.

MOTION: CM Rivet / CM Vail to approve Reso 06-2021.

Discussion: none.

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

MISCELLANEOUS: 2

10.c. Council to Qualify the Candidates for District 4 and 5.

Exhibit: Agenda Report No. 10.c.

Franklin introduced process for Council to "qualify" candidates as stated in agenda report.

Discussion: none

MOTION: CM Rivet / CM Acquaviva to "qualify" the candidates. VOTE: All Ayes.

10.d. Capital Improvement Priorities (con't. from Budget WS)

Exhibit: Agenda Report No. 10.d.

Public Input: Drew Thompson – need to take care of the infrastructure. Needs to sell the participation element to the homeowners. Mr. Thompson is requesting the Town of Malabar to include Brook Hollow roads for resurfacing.

Clerk Franklin explained the Chap 13 Spec Assessments provides authorization of Council to initiate a "Special Assessment" or allow affected residents to "petition for a Special Assessment" and for improvements that benefit a specific area of Town. Last year Council adopted a new ordinance amending this section to be an incentive for property owners on a dirt road to request such an assessment and the Town would pay 40%. Clerk had discussed the possibility of a similar joint effort with BH homeowners since when the improvements were made (paved roads and sidewalks) they were dedicated to the Town, and it is now the Town's responsibility to maintain. ITM Lisa said it comes down to a road maintenance plan. This specific project: resurfacing all street in BH would be about two miles of 50' wide road and just the rough calculation based on the Hunter Lane asphalt cost would put it at 1.5M.

ITM Lisa suggested that they get some fairly accurate costs on the necessary improvements to multiple collector roadways (major and minor) and get several road paving vendors to price out multiple roadways. They should know the various costs before you schedule a workshop. Suggests a road WS to prioritize the roadways to be funded or explore potential funding sources. Engineering costs are up front. CM White said that need to be the first things we should do. Without knowing realistic costs, a WS is meaningless. CM Vail said there was quite a bit of discussion on the micro surfacing, but it was relatively inexpensive. CM Acquaviva said she discussed this with Mr. Thompson, and he said he wanted to get into que. She didn't think

we even had a que. Mayor said the que is that those roads that have done the petition process. CM Vail suggested the most important thing is to validate the estimates.

ITM Morrell states ARPA does not provide funds for road infrastructure. It could fund water and wastewater extensions; also includes SW. Keep expectations reasonable. TPO is going to rank road projects using the countywide economic impact benefit so getting their assistance is unlikely. She has learned from FLC conference about potential grant funding and has secured two log-ons to look for state funding. There could be a possible match we could apply for.

CM Acquaviva asked if Hunter Ln was a Special Assessment. Yes. CM White relayed issue on Oaktree Ln in BH with the oak tree roots. CM Vail stated this has been discussed before, and you can't cut the roots as they are shallow, and it will make them susceptible to storm damage. Discussed the options and need for an arborist. It is the Town's responsibility. CM Scardino asked how many similar problems in that SD? Several, more than two. Mr. Thompson knows it is a money issue and acknowledges they may need to do a Bond or assessment, but it is a reality that needs to be addressed. CM Scardino said we need a maintenance program or to hire out a contractor to do these repairs and maintenance. He suggests getting some life extensions while we come up with funding sources.

Discussion: Introduction by ITM Lisa. The goal is to have a consistent list of projects actively being pursued and funded for the betterment of the Town. For this year we are hoping to get flashing lights at the hospital and Fire Station, but those are FDOT issues. We are funding refurbishing of the tanker, life packs, the lease for the engine and Gradall is included.

Should the right turn lanes at Corey and Weber Roads be included? CM Acquaviva states the FDOT has accomplished this already. CM White said this was on list when he started. He counted vehicles. He found out that a right turn lane without traffic control is even more dangerous. Most vehicles are large so we can't see over them if you are in a little car. Not getting exorbitant wait times. Don't know if we want to keep it. ITM Lisa said we could move it out until the widening of Malabar Road. We may be able to pursue the combined Town Hall and EELS center through ARPA Facilities funding. CM White met a gentleman at the FLC Conference who specializes in shared community facilities. FRDAP also has funding. Without the need you lack the scoring for the grant. Dugouts could be done but could also be done as maintenance. MLB has grants we can apply for. ITM Morrell would like to move the water infrastructure from north Corey Road to the Fire Department. Artesian wells are also a possibility. ITM Morrell will pursue.

ITM Morrell asks if resurfacing Old Mission Road is still a priority? Clerk Franklin gave a history on the resurfacing. ITM Morrell suggested more discussion at a WS.

CM Acquaviva asked how old and how many mowers are on the list? ITM Morrell stated there are two mowers, and they are five years old and have more value for trade ins at this stage than later when they are worn out.

ITM Morrell asked if SW Plan from 2014 is still viable? CM Vail suggests it has been completed with SW Master Plan. ITM Lisa has also put the culvert vacuum contract in the maintenance item.

Culvert replacement steel pipes under roads. ITM Morrell said PW has done 4 replacements this year. When they stop to do those, other maintenance gets behind. CM Vail asked about connecting Jordan Blvd. to Atz Road to improve flow and emergency exit for Harris Corp, and SW infrastructure. We have been waiting for road stabilizer. We are still in a pandemic. Loader from China came before the Ford truck.

Consensus to have ITM Lisa get some cost estimates for several collectors, Corey, Weber, Briar Creek for example and engineering costs and then prepare a staff recommendation of priorities and schedule a Capital Improvement Road Workshop sometime in the first quarter of next year. That will allow some of these other active issues to be completed.

She would also like to extend waterline from Corey Road at Malabar to the FD. Refill station for FD. Water activities at the park. May cost 1.5 mil just to extend water. ITM Morrell will get estimate for that number.

MOTION: None: Consensus of Council to continue the discussion on CIP projects at the next budget WS on 8/30/2021.

11. DISCUSSION/POSSIBLE ACTION: 2

11.a. New mandated Section to be added to Comp Plan (Ord 2021-16)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; ADOPTING THE COMPREHENSIVE PLAN SMALL SCALE AMENDMENT (SSA) NO. 2021-02; ADDING A PROPERTY RIGHTS ELEMENT WITH ASSOCIATED GOALS AND POLICIES GOVERNING PROPERTY RIGHTS; REQUESTING EXPEDITED STATE REVIEW; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 11.a.

Franklin read by title only and then introduced as a housekeeping requirement of the State due to new legislation signed into law this year. This must go to P&Z Board for review and recommendation since they are the Land Planning Agency for the Town. The new chapter in the Comprehensive Plan will require regulations to ensure that private property owners are properly noticed and allowed to speak at public meetings that deal with land use issues that may affect their property. It also requires developers to take steps to "introduce" their development concept to surrounding property owners and show evidence of that before it is brought to Planning and Zoning. By adopting this now it will ensure the Town remains in compliance with the State. ITM Morrell reiterates that the State will not approve any Comp Plan Amendments until we pass this. Council consensus to send it to P&Z Board.

11.b. Discuss/Review revised Employment Contract for Lisa Morrell

Exhibit: Agenda Report No. 11.b.

Discussion:

Introduction by Franklin – Clerk explained that from the direction of July 26 meeting they reviewed the employment contract as a contractor and as an employee. To avoid the FRS requirement, she would have to be a contractor. To provide benefits, she would have to be an employee. So, she is in the budget as an employee reporting directly to Council as the Clerk and Manager do. She would have no staff reporting to her so would be at the regular rate for FRS. As the consensus of Council on 7/26 the wages are 100K and the benefits are 26K. Half of that is budgeted in Executive and the other half in ARPA.

CM Acquaviva asked if the Attorney has reviewed this? Clerk Franklin explained that the Labor Attorney has reviewed this, and the contract is the same template used for the last four Administrators. She only changed the term, pay, benefits and duties.

CM Acquaviva asked about the reviews. Council hasn't done any. The Council used to do the reviews. She referenced Building Department Manager Sherear. The Manager and Clerk serve at the pleasure of Council. All other staff report to either the Manager or the Clerk.

CM White said it is not Council's job to manage the employees. CM Vail and the Mayor said just because it is in the contract they don't have to execute. CM Rivet said there is a difficulty having a six-member review to do a documented performance review. He is concerned

about logistics and confidentiality. Mayor asks if he would like to strike it from contract. ITM Morrell said it is hard to keep Council all happy; there are times when Council may not agree. That is the importance of having these actions occur at a Council meeting. So, the direction comes from the legislative body, not the individual CM. There will be moments when it is uncomfortable, but that is how it must be done. CM White said the recent situation with TM Stinnett is a good example. There was a concern, and it was brought before Council and discussed and that was all that was necessary. That was not a scheduled review. Mayor stated there is Council consensus to strike that section of the contract. CM White said he is very pleased with ITM Morrell.

Clerk said if Council is satisfied with the employment contract it can be approved now with the adoption of the Resolution. She then handed out Resolution 07-2021. Council consensus to proceed.

MOTION: CM Scardino / CM Vail to approve contract and adopt Resolution 07-2021 now.

Clerk read Reso 07-2021 by title only.

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF LISA MORRELL AS THE MALABAR SPECIAL PROJECTS MANAGER; PROVIDING FOR ADDITIONAL TEMPORARY DUTIES; PROVIDING FOR A TERM; PROVIDING FOR REMUNERATION AND BENEFITS; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

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

ITM Morrell thanked Council. Her priority is service, and she is happy to continue to serve and assist Malabar in accomplishing great things.

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

13. REPORTS—MAYOR AND COUNCIL MEMBERS

CM Acquaviva: question on playground. ITM Lisa just heard from them, and it will be delivered on Thursday and the shade stays up. The demo will be done by PW. Will not be open for the Market Day on 28th. Also stated she is thrilled ITM Morrell is staying in Malabar.

CM Vail: nothing

CM Rivet: nothing

CM White: at FLC Conf and went to the seminar on the ARPA. Have until 2024 to commit and Dec 2026 to expend.

CM Scardino: nothing

Mayor Reilly: SCLC and IRL people were there. Oct 21 22 and will pay one person for 2-day seminar. Learned about JRL, CM Rivet will do it.

14. ANNOUNCEMENTS: Opening on T&G Committee.

15. ADJOURNMENT: There being no further business to discuss and without objection, the meeting was adjourned at 9:32P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

Date Approved: 09/14/2021

**MALABAR TOWN COUNCIL BUDGET WORKSHOP MEETING MINUTES
AUGUST 30, 2021, 7:30 PM**

This mtg of the Malabar Town Council was held at Malabar Town Hall, 2725 Malabar Road, Malabar, FL 32950.

1. CALL TO ORDER:

Chair, Mayor Patrick T. Reilly called the meeting to order at 7:30 pm and said P&P.

2. ROLL CALL:

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

STEVE RIVET

COUNCIL MEMBERS:

MARISA ACQUAVIVA

BRIAN VAIL

DAVID SCARDINO

DANNY WHITE

TOWN MANAGER

LISA MORRELL

TOWN CLERK/TREASURER:

DEBBY FRANKLIN

Also present was the Fire Chief Mike Foley.

3. Council Review of Proposed Budget and Capital Projects Funding

Chair asked ITM Lisa to present. She went over the one-page "snapshot" of Town's Balance sheet; it includes the monies in Fund balance and available from the County in TIFT funds not yet requested.

ITM Lisa Morrell went over the two-page Budget Summary that shows the Revenue and Expenditure summaries by Account type. All the revenue sources that start with "31" are subtotaled and shown on the Summary page. Same on the Expense side; each Department starting with a "5" is subtotaled and shown on the Summary page. The pie charts follow the two-page Budget summary and show the portion of revenues and expenses in a visual. The charts do include the first payment of the ARPA (American Recovery Plan Act) due before the end of September.

ITM Lisa reminded Council that the amount of the first payment of ARPA is as much as total ad valorem funds budgeted. The Town Council has until the end of 2024 to commit the funds and then until the end of 2026 to expend them. Any unspent monies would go back to Federal Government.

Went over the two Enterprise Departments (Stormwater (538) and Building Depart (524)). Those two Departments are supposed to be self-funded: Stormwater from the non-ad-valorem fee on each tax bill and the Bldg Dept from permit fees.

She stated that like the capital road project workshop set for the first quarter of next year when staff has actual engineering and paving quotes, she suggested Council think about discussing in the upcoming year the possibility of bringing forth some Referendum questions for the voters to take on debt to accomplish some of the larger projects, or even just for trash payments on the tax bill. A bond issue could provide needed CIP funds, but you would have to budget in the Capital Fund to commit 50K repayments for 30 years. Those are the discussion items for future public meetings; to give direction to staff on priorities. Must be done in a public forum. CM Rivet asked why Fines and Forfeitures was so low. It is the small portion of traffic tickets that comes back to the Town.

ITM Lisa also explained that many common items that are all paid out of the General Fund have been consolidated into the "519" expense instead of showing in each individual department. The highlighted items indicate the common expenses consolidated.

No further discussion. Started on expenses by department:

511 – Legislative: half of the new Special Projects Mgr. is funded from this Dept

512 – Executive: ITM removed, TM at 9.5 months and true up of FRS contribution for TM is included.

513 - Finance and Admin. They have funded for Admin Asst to be FTE and will have some ability to amend later if a replacement Clerk/Treasurer is brought on earlier to orient to the position as suggested by the Mayor. ITM and Clerk both said that a budget amendment at that time would be appropriate but that they already know there will be an opening as the Admin Asst has given notice and she had been upgraded to FTE from PTE in the budget so there are funds available.

514 – we have doubled pending legal activities. To accommodate for that. CM Acquaviva asked about the employee manual. ITM will update as part of the projects under her new title and then Ford Harris or other labor Atty will review.

515 – Comp Plan has been reduced.

519 – OEB (other employee benefits) is an unfunded liability that has not previously been shown in the budget but should cover items such as to cover the unexpected loss of FTE with accruals or retirement, etc. You don't have anything identified in the budget. Auditor will be pleased to see this improvement. Also, the Workers Comp (WC) has been consolidated from the various departments within the General Fund to pay from this department. Same with the additional death and dismemberment insurance. It is all paid from the same fund except for the costs from the FTE in Dept 524 (Bldg Dept). Same was done on operational costs, maintenance, phones previously charged against each department will all be consolidated and paid from this Department. Might have a future discussion on potential savings on a user charge for credit card payments. CM Acquaviva asked about the "Travel and Train" expense. It was also consolidated.

522 - FD all the union negotiation – all costs are reflected. FICA and FRS are both given. Removed the WC to 519. The Medical Director Dr Dudley was broken out vs where medical physicals are paid from. Moved office operational costs to 519 then that number was reduced; those remaining operational expenses are specific to Fire Dept medical operating costs. Mayor asked Chief if he anticipates hiring any additional paid fire personnel. Chief doesn't plan on any new paid personnel. ITM said that any new paid position would require addition to the union agreement. Discussion on capital expenses for Scott Packs and the improvement by now doing annual certification by in house staff rather than outside contractor.

524 – Protective Services: This department should support itself and building permit fees adjusted to do so regularly. If excess revenues are produced and held over four years, reimbursements are required to applicants. That is not the case in Malabar. The General Fund pays the overage costs to operate the Department. They have committed to a new Building Official through the piggyback contract approved earlier in the year. They have finally filled this position that will provide three days a week of attendance to do plan review, Building Permit review, fire plan review and hopefully the other land related permits. This will be a contracted position.

Mayor questioned need for more money to fund the Planner to attend meetings and provide guidance to P&Z Board. ITM said we are not seeing the need for this use at this time. Incoming commercial site plans don't require review by a planner. New Building Official will be able to provide some of that guidance.

525 – ITM Lisa went over ARPA again on the timeline, uses and allocation. Will have a lot of workshops to discuss how it is spent. If it is not used it must be returned. Went over the rules from IRS. We can invest and earn interest on it until we spend it, but we must spend the interest proceeds on ARPA purposes. The investments would be in conservative funds not anything volatile.

538 – Storm Water (funded from non-ad-valorem fees on property tax bill) Mayor asked about the vacuum truck – will that do all the culverts or only the larger ones? ITM said the average estimate is \$8 per foot of service. The 50K is for the culverts on the Town's culvert inventory; those under roads and intersections. As she writes the RFP, she would like to include add an option for property owners to request similar service to their driveway culverts but with a separate additional cost and possible hold harmless paperwork required to protect the Town if the cleaning causes the older pipes to collapse. CM White asked if all stormwater work has to be paid from this account. It is supposed to but the General Fund has paid the overages in this department.

541 – Streets and Roads – this department covers the PW Director and three Heavy Equipment Operators (HEO). Still have opening advertised with two applicants. Dept did good on overtime and when used for special events they adjust comp time. The ARPA funds can't be used on Streets and Roads projects. CM Vail said there is still money available in current budget for road product – ITM said we have recently received 360 tons of material that is still unpaid.

572 – went over consolidated and handsfree and touch point contactless improvements that some might be eligible for ARPA funding. Also have the Request for Proposal (RFP) for the Eagle Nest Trailhead (ENT) improvements posted on DemandStar.

574 – we reduced to 6k. With COVID numbers increasing, we maybe cancelling, postponing, or reducing the "Trunk or Treat event on Oct 30, 2021. CM Acquaviva was very impressed by the first monthly Malabar Community Market event last Saturday. It is set for the 4th Saturday of each month going forward. Maybe going forward we could join our event with the monthly market.

ITM Lisa said the budget is a "spending plan" not a checkbook. As we go through the year we may have to adjust/amend periodically and will continually shuffle figures within departments throughout the year.

4. ADJOURNMENT: There being no further business to discuss and without objection, the meeting was adjourned at 8:37 P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

Date Approved: 9/14/2021

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: **4.b.**
Meeting Date: September 14, 2021

Prepared By: Lisa Morrell, Interim Town Manager

SUBJECT: Surplus of Municipal Owned Property

BACKGROUND/HISTORY:

In accordance with Florida State Statute Chapter 274.05 entitled TANGIBLE PERSONAL PROPERTY OWNED BY LOCAL GOVERNMENTS, staff is requesting Town Council to classify the attached list of staff identified surplus equipment of the Town of Malabar deemed as surplus property for disposal through public sale.

Town Staff will publicly offer the property for sale through GovDeals, an Auctioneer Service and Related Products contract number R100601 with Omnia Partners National Cooperative Purchase Contract vendor; previously authorized for use by Town Council at the November 2, 2020, Regular Town Council Meeting.

Within FSS 274.05 Surplus Property: "the governmental unit may offer surplus property to other governmental units in the county or district for sale or donation or may offer the property to private nonprofit agencies as defined in FSS 273.01(3) by sale or donation". The Town has included in the list attached, several older cellular phones that will be donated to Serene Harbor, Inc, a Florida Not for Profit Corporation according to SunBiz, as the FCC requirements state that ALL cell phones, regardless of status of service (or even the lack of service) must be able to dial 911.

ATTACHMENTS:

2021 Surplus Listing

FINANCIAL IMPACT:

No direct expenses other than staff time to prepare lots for auctions and pickup with winning bidder; all surplus sale proceeds will return to the fund where originally purchased.

ACTION OPTIONS:

Motion to surplus the attached list of government property as surplus for sale and donation per FSS. 274.05 using GovDeals.

**Town of Malabar
Surplus Inventory Form**

8/25/2021

Surplus ID	Lot # / Asset ID	Make	Model	Serial Number	Description	Date Purchased	Purchase Value	Location for Pickup	Condition: (Poor, Fair, Good)	Value
TH	Lot 2	Dell	Lattitude E5510	8W7G9N1	Laptop with charger - no harddrive labeled TH-Lot2.jpeg attached	2010	1,200	Town Hall Front Ofc	Fair	100
TH	Lot 3	Logitech			camera with USB cable labeled TH-Lot3.jpeg attached	2012	100	Town Hall Front Ofc	Fair	20
TH	Lot 4	Horizon	Apollo	1500	Overhead Projector with 3M transparencys labeled TH-Lot4.jpeng attached	2006	400	Town Hall Front Ofc	Fair	50
TH	Lot 5	Granstream	GXP2170	CE2208	desk phone for hosted system labeled TH-Lot5.jpeg attached	2006	200	Town Hall Front Ofc	Fair	20
TH	Lot 6	Sony	MVC-CD	CD400	Digital Still camera with AC adapter, rechargeable battery pack and accessories labeled TH-Lot6.jpeg attached	2006		Town Hall Front Ofc	Fair	
TH	Lot 7		snap-store	5" sq x 12" long	5" sq x 12" long - 2 each & 5.5" x 10" x 12" long 2 ea labeled TH-Lot7.jpeg attached	2015	20	Town Hall Front Ofc	Fair	1
TH	Lot 8	DIY	DIY	DIY	Sneeze Guard Panel, desk partition 10 each labeled TH-Lot8.jpeg attached	2020	15	Town Hall Front Ofc	New	15
TH	Lot 9	Extech	403125	light probemeter	Light meter with carrying case 2 each labeled TH-Lot9.jpeg attached	2007	150	Town Hall Front Ofc	Good	50
TH	Lot 10	Marantz	pref	CD recorder	CD recorder with conference grabbers	2012		Town Hall Front Ofc	Good	
Department Submittal Print Name Sign & Date: Tom Milliore, 5/21/2021										

**Town of Malabar
Surplus Inventory Form**

5/27/2021

Surplus ID	Lot #/ Asset ID	Make	Model	Serial Number	Description	Date Purchased	Purchase Value	Location for Pickup	Condition: (Poor, Fair, Good)	Value
PW	Lot 1	Ford	555D	A420978	1993 Backhoe, rootrake, fork blades labeled PW-Lot1.jpeg attached	1993	28,000	PW yard, 1435 Centre St	Fair	15,000
PW	Lot 2	Gradall	XL3100	99278440	2002 Excavator w/ 2 buckets labeled PW-Lot2.jpeg attached	2010	11,000	PW yard, 1435 Centre St	Fair	20,000
PW	Lot 3	Chevy	3500	1GBJC54R7VF	1997 Utility Truck w/ 80,000 miles labeled PW-Lot3.jpeg attached	1997	22,579	PW yard, 1435 Centre St	Fair	4,000
PW	Lot 4	Alamo	N/A	N/A	60" HDF grass head labeled PW-Lot4.jpeg attached	1993	800	1435 Centre St	Fair	200
PW	Lot 5	Alamo	N/A	N/A	90" mower deck labeled PW-Lot5.jpeg attached	1993		1435 Centre St	Fair	100
PW	Lot 6	N/A	N/A	4' x 6'	Executive desk, wood laminate 2 ea labeled PW-Lot6.jpeg attached	2005	300 each	1435 Centre St	Fair	50 ea
PW	Lot 7	N/A	N/A	2' x 4'	Secretary desk laminate 1 ea labeled PW-Lot7.jpeg attached	2005	150	1435 Centre St	Fair	25
PW	Lot 8	N/A	horizontal	2 drawer	file cabinets - metal 4 each labeled PW-Lot8.jpeg attached	2000	400	1435 Centre St	Good	25
PW	Lot 9	N/A	vertical	2 drawer	file cabinets - metal 2 each labeled PW-Lot9.jpeg attached	2000	100	1435 Centre St	Good	25
PW	Lot 10	N/A	horizontal	5 drawer	file cabinet - metal 1 each labeled PW-Lot10.jpeg attached	1999	300	1435 Centre St	Fair	25
PW	Lot 11	Dell			Computer Towers - 3 each no harddrives labeled PW-Lot11.jpeg attached	1999	800	1435 Centre St	Fair	25
PW	Lot 12	N/A	N/A	5 shelf	Wooden bookcase 36" wide 1ea labeled PW-Lot12.jpeg attached	2004	200	1435 Centre St	Fair	25

Department Submittal Print Name Sign & Date: Tom Miliore, 5/21/2021

Town owned phones to be declared surplus and donated to Serene Harbor in June 2021

Surplus ID	Lot #/ Asset ID	Make	Model	Serial #	Description	Date Purchased	Purchase Value	Location for Pickup	Condition: (Poor, Fair, Good)	Value
TH	Lot 1	LG	CF360		cell phone - 1 ea labeled TH-Lot1.jpeg attached	2010	\$40	will deliver	Fair	Donation to Serene Harbor
TH	Lot 1	Samsung	Rugby II		cell phones flip - 7 ea labeled TH-Lot1.jpeg attached	2012	300	will deliver	Fair	Donation to Serene Harbor
TH	Lot 1	ATT	Nokia 6350		cell phones flip - 1 ea labeled TH-Lot1.jpeg attached	2011	50	will deliver	Fair	Donation to Serene Harbor
TH	Lot 1	ATT	LG		cell phone flip - 1 ea labeled TH-Lot1.jpeg attached	2010	40	will deliver	Fair	Donation to Serene Harbor
TH	Lot 1	ATT	Nokia 2610		slide cell phone 1 ea labeled TH-Lot1.jpeg attached	2010	40	will deliver	Fair	Donation to Serene Harbor
TH	Lot 1	Sprint	PCS Vision RL-A760		cell phone flip - 3 ea labeled TH-Lot1.jpeg attached	2010	90	will deliver	Fair	Donation to Serene Harbor

Dorothy Farnsworth 5/21/2021

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 4.c.
Meeting Date: September 14, 2021

Prepared By: Lisa Morrell, Interim Town Manager

SUBJECT: Consideration of Agreement Between the Town of Malabar, Florida and Local 2446 Of the International Association of Firefighters

BACKGROUND/HISTORY:

The attached agreement is the conclusion of contract negotiations of the Agreement Between the Town of Malabar, Florida and Local 2446 Of the International Association of Firefighters. The summary of changes for the amendments include Article 2 entitled recognition, Article 9, Pay Rates and Compensation, and Article 36 Duration.

Article 2 includes a designation of the added position title of Driver Engineer to the included membership, the title was added and agreed upon by the Town and the Union after the original contract was executed.

Article 9 amends pay increases to a specific percentage over the next three years of the collective bargaining agreement, that were negotiated and discussed, for titled positions of Lieutenant and Driver Engineer. Noting that during the original contract term, no raises were implemented for these positions for the past three years. These positions currently have hourly wages of \$13.44 and \$10.40 per hour. With the voter approval, the State of Florida has implemented a five-year plan to increase the minimum wage starting September 30, 2021, to \$11.00 per hour and achieving the 15.00 per hour rate by September 30, 2026. The Union and the Town have established a trend and plan to achieve the goal for skilled, certified, and continuously trained to serve as first responders, critical to life safety and property protection, to the Town of Malabar. This contract serves as the initial three-year trend and plan.

Article 36, amends the effective date and termination dates of the collective bargaining agreement to start with the fiscal years, beginning October 1, 2021, and terminating September 31, 2024, which amends the original contract to start earlier than the original November 4, 2021, date. This is agreeable to the Town to be aligned with the fiscal years and effective for a contract term of three years for efficiency and consistency in the budgeting preparation process and inclusion annually.

ATTACHMENTS:

Agreement
Pay Rates & Compensation Fiscal Analysis. PDF

FISCAL IMPACT:

A Three-year fiscal impact, for eight (8) positions recognized by the collective bargaining unit, totals a \$72,121 increase for annually wages, tax liabilities, and employer retirement contributions. A breakdown annually yields a result for FY22 totaling \$28,117, FY23 totaling \$21,256, and FY24 totaling \$22,747 for the same town incurred expenses related to wages.

ACTION OPTIONS:

Motion to approve and execute the negotiated Agreement Between the Town of Malabar, Florida and Local 2446 Of the International Association of Firefighters.

Executive Session
IAFF Union Negotiations
Article 9 - Pay Rates Compensation

Title	Hourly Rate of Pay	Annual Earnings	% Increase	FY22		FY23		FY24		
				Proposed Hourly	Annual Earnings	% Increase	Proposed Hourly	Annual Earnings	% Increase	Proposed Hourly
LT	\$ 13.44	\$ 29,675.52	10%	\$ 14.78	\$ 32,643.07	6%	\$ 15.67	\$ 34,601.66	6%	\$ 36,677.76
Driver/Eng	\$ 10.40	\$ 22,963.20	11%	\$ 11.54	\$ 25,489.15	8%	\$ 12.47	\$ 27,528.28	8%	\$ 29,730.55
FL Min. Wage	\$ 8.65			\$ 10.00			\$ 11.00			\$ 12.00
LT - D/E Gap	\$ 3.04			\$ 3.24			\$ 3.20			\$ 3.15
Budgeted Hours	2208									

Position/Title	FY21 Wages	Overtime	FICA	FRS	Health Credit	Dental Credit	Vision Credit	H+D+V Total	Life Comp.	Worker's Comp.	Total Salary & Benefits/ETE
LT	\$ 29,676	\$ 0	\$ 2,270	\$ 7,683	\$ 21,399	\$ 1,260	\$ 307	\$ 208	\$ 197	\$ 960	\$ 87,356.71
LT	\$ 29,676	\$ 0	\$ 2,270	\$ 7,683	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 67,941.73
LT	\$ 29,676	\$ 0	\$ 2,270	\$ 7,683	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 57,941.73
Driver/Engineer	\$ 22,963	\$ 0	\$ 1,757	\$ 5,945	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 46,978.10
Driver/Engineer	\$ 22,963	\$ 0	\$ 1,757	\$ 5,945	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 48,978.10
Driver/Engineer	\$ 22,963	\$ 0	\$ 1,757	\$ 5,945	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 48,978.10
Position/Title	\$ 210,555	\$ 0	\$ 16,707	\$ 54,513	\$ 171,810	\$ 3,070	\$ 3,070	\$ 520	\$ 1,970	\$ 9,600	\$ 457,133.29
Position/Title	\$ 32,643.07	\$ 0	\$ 2,497	\$ 8,451	\$ 21,399	\$ 1,260	\$ 307	\$ 208	\$ 197	\$ 960	\$ 81,358.58
LT	\$ 32,643.07	\$ 0	\$ 2,497	\$ 8,451	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 61,904.60
LT	\$ 32,643.07	\$ 0	\$ 2,497	\$ 8,451	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 61,904.60
Driver/Engineer	\$ 25,259.52	\$ 0	\$ 1,932	\$ 6,540	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 52,044.60
Driver/Engineer	\$ 25,259.52	\$ 0	\$ 1,932	\$ 6,540	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 52,044.60
Driver/Engineer	\$ 25,259.52	\$ 0	\$ 1,932	\$ 6,540	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 52,044.60
Position/Title	\$ 231,810	\$ 0	\$ 17,718	\$ 59,964	\$ 171,810	\$ 3,070	\$ 3,070	\$ 520	\$ 1,970	\$ 9,600	\$ 485,250.79
Position/Title	\$ 34,601.66	\$ 0	\$ 2,647	\$ 8,958	\$ 21,399	\$ 1,260	\$ 307	\$ 208	\$ 197	\$ 960	\$ 93,974.08
LT	\$ 34,601.66	\$ 0	\$ 2,647	\$ 8,958	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 64,520.09
LT	\$ 34,601.66	\$ 0	\$ 2,647	\$ 8,958	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 64,520.09
Driver/Engineer	\$ 27,280.28	\$ 0	\$ 2,087	\$ 7,063	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 54,743.13
Driver/Engineer	\$ 27,280.28	\$ 0	\$ 2,087	\$ 7,063	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 54,743.13
Driver/Engineer	\$ 27,280.28	\$ 0	\$ 2,087	\$ 7,063	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 54,743.13
Position/Title	\$ 247,528	\$ 0	\$ 18,536	\$ 64,085	\$ 213,992	\$ 3,260	\$ 3,260	\$ 520	\$ 1,970	\$ 9,600	\$ 506,506.86
Position/Title	\$ 36,677.76	\$ 0	\$ 2,806	\$ 9,496	\$ 21,399	\$ 1,260	\$ 307	\$ 208	\$ 197	\$ 960	\$ 96,746.50
LT	\$ 36,677.76	\$ 0	\$ 2,806	\$ 9,496	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 67,292.51
LT	\$ 36,677.76	\$ 0	\$ 2,806	\$ 9,496	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 67,292.51
Driver/Engineer	\$ 29,462.70	\$ 0	\$ 2,254	\$ 7,628	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 57,657.54
Driver/Engineer	\$ 29,462.70	\$ 0	\$ 2,254	\$ 7,628	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 57,657.54
Driver/Engineer	\$ 29,462.70	\$ 0	\$ 2,254	\$ 7,628	\$ 7,782	\$ 307	\$ 307	\$ 52	\$ 197	\$ 960	\$ 57,657.54
Position/Title	\$ 264,562	\$ 0	\$ 20,239	\$ 68,495	\$ 244,323	\$ 3,569	\$ 3,569	\$ 520	\$ 1,970	\$ 9,600	\$ 529,254.18

\$ (28,117.50)

\$ (21,256.07)

\$ (22,747.32)
\$ (72,120.89)

AGREEMENT
BETWEEN
THE TOWN OF MALABAR, FLORIDA
AND
LOCAL 2446 OF THE
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS

OCTOBER 1, 2021 - SEPTMEBER 30, 2024

ARTICLE 1
Preamble

- 1.1 This Agreement is entered into by and between the Town of Malabar, Florida, hereinafter referred to as the "Town" or "Employer" and Local 2446 of the International Association Firefighters, hereinafter referred to as the "Union" or "IAFF".
- 1.2 It is the purpose of this Agreement to maintain harmonious relations between the Town and the Union, to provide for equitable and peaceful adjustment of differences, which may arise, and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, benefits, and other conditions of employment.
- 1.3 Any verbiage in this Agreement referring to the masculine, shall be construed to mean both male and female gender.

ARTICLE 2
Recognition

- 2.1 The Town recognizes the Union (PERC Certification 1917) as the exclusive bargaining agent for the employees of the Malabar Fire Department in the unit described below:

INCLUDED: All Full-time lieutenants and regular part-time firefighters

EXCLUDED: Fire chief, volunteer firefighters, administrative assistant, and all other Town employees.

- 2.2 Since the unit organized, the position of Full-time Driver Engineer has been created and filled. The Town and the Union agree to jointly petition PERC for a unit clarification so that the Drive Engineer position can be included in the Recognition clause of this CBA.

ARTICLE 3
Union Business

- 3.1 The Town will provide the Union with one signed original of this Agreement upon ratification by the Council.
- 3.2 It is understood and agreed that each employee or prospective employee has the right to decide whether or not he or she wishes to become a member of the Union and to make such decision freely and voluntarily without any pressure, coercion or threat from any person, Union or Employer representative, including other employees acting on behalf of either party hereto.
- 3.3 The Union will designate in writing to the members of the bargaining unit who are to serve as Union stewards to represent employees in disciplinary proceedings, or to confer with the Employer concerning disputes or differences arising under this Agreement. Unless prior authorization is obtained from the Fire Chief, Union stewards may not utilize working time for any Union-related business or activities. To avoid disruption of operations, the Union will make a good faith effort to have available Union stewards to handle investigatory interviews and grievances during the stewards' non-working hours. If requested by the Employer to attend a meeting during his or her regularly scheduled working time, the steward will not suffer a loss of pay.
- 3.4 Neither party in negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party.
- 3.5 Labor/management sessions shall be conducted as needed and at the request of either party.

ARTICLE 4
Management Rights

Section 1. Except as limited elsewhere in this Agreement, the Employer reserves the right to determine the management of its operations, including but not limited to the following rights:

- 4.1 To control, direct, supervise and manage the work force;
- 4.2 To determine whom to employ, including the qualifications, recruitment, selection, hiring and training of employees;
- 4.3 To determine the initial rate of pay for newly hired employees;
- 4.4 To hire and utilize volunteer or temporary personnel;
- 4.5 To promote, discipline, discharge, lay off, furlough and recall employees;
- 4.6 To create, establish, adopt, change or rescind operating procedures, work and safety rules, rules of conduct, guidelines, policies and procedures, including, but not limited to, drug testing programs;
- 4.7 To establish and enforce methods, means and standards of work required to be performed;
- 4.8 To determine the size and composition of the work force and the schedule of operations and hours of work, including the number and hours of work per day and per week, the number of shifts required, the starting and ending times of each shift, the number and length of breaks and mealtimes during each shift, and the number, qualifications and identify of employees assigned to any particular shift or operation, and to alter work schedules as needed;
- 4.9 To take whatever actions necessary to accomplish the mission in the event of emergency or severe weather conditions;
- 4.10 To determine and assign job duties and the division of duties between job classifications and employees within those classifications;
- 4.11 To assign overtime as needed;
- 4.12 To contract out and/or subcontract, relocate, suspend, cease, or close any bargaining unit work or service;
- 4.13 To determine the location and types of services and facilities;
- 4.14 To determine the vehicles, equipment, machinery, tools, methods or processes and to change or eliminate existing equipment, machinery, methods or processes;

4.15 To install or maintain security cameras to provide security;

4.16 To determine charges for services.

Section 2. The exercise of the Employer's rights above does not preclude the Union or its representatives from conferring with the Employer about the practical consequences that decisions of these matters might have on the terms and conditions of employment.

ARTICLE 5
No Strike Provision

- 5.1 Neither the Union, nor any of its officers, agents or employees covered by this agreement will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, "sick-out", illegal picketing or any intentional disruption of the operations of the Town.

ARTICLE 6
Dues Deductions

- 6.1 Upon receipt of a lawfully executed written authorization form supplied by the Union and copy attached to this Agreement, from a unit employee, the Town agrees to deduct the regular IAFF dues of such employee from his or her regularly disbursed pay and remit, in a timely manner such deductions to the Treasurer of the IAFF Local 2446.
- 6.2 Any unit employee may revoke his/her authorization for dues deductions by submitting such revocation in writing and properly executed to the Town with a copy to the IAFF. The effective date of such revocation shall be the first of the month following the notice of revocation.
- 6.3 No deduction will be made from the pay of any unit employee for any payroll period in which the employee's net earnings for the payroll period, after other deductions, are less than the amount of dues to be checked off.
- 6.4 The IAFF agrees to indemnify and hold harmless the Town, its agents, employees and officials, elected or otherwise, from and against any claims, demands, damages, or causes of action (including but not limited to claims, etc. based on unintentional errors), of any nature whatsoever, asserted by any person, firm, or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims.
- 6.5 The Union will pay the Town \$25.00 annually in October of each year for deducting dues and other IAFF deductions from wages. Payment will be in October of each year.



Malabar Dues Authorization Form

Palm Bay Professional Firefighters - Local 2446

Name

First Name

Last Name

Please Read the Following and Sign Below

I John / Jane Doe hereby authorize the Town of Malabar and the Palm Bay Professional Firefighters, Local 2446 to deduct union dues from my paycheck in the amount of 1.6% (one point six percent) of my base salary plus per-capita payments to the IAFF, FPF and AFL-CIO on a monthly basis.

*Monthly Union Dues are deducted over the course of two separate bi-weekly paychecks.

Signature *

Clear

Today's Date *



Today's Date

Submit

ARTICLE 7
Bulletin Board

- 7.1 The Union may, at its own expense, place one (1) bulletin board at the kitchen or day room in the Fire Station for the sole use of the Union. Such bulletin board will not exceed approximately three feet by five feet in size for the posting of the following notices only:
- (a) Union meetings
 - (b) Union elections
 - (c) Recreational and social affairs of the Union
 - (d) Notices by public bodies
 - (e) Other materials as approved by the Fire Chief
- 7.2 All material to be posted shall be signed or initialed by the Union President or Union Steward. The Union shall keep its bulletin boards or space in neat and presentable order.
- 7.3 No material, notices or announcements shall be posted which contain anything derogatory, defamatory, political or inflammatory, or anything reflecting negatively upon the Employer or its employees.
- 7.4 Any materials posted which are not in conformance with this article may be removed by the Town.

ARTICLE 8
Safety & Health

- 8.1 The Town and the Union will cooperate in the continuing objective to provide and maintain safe working and living conditions. To this end, the Union and the Town will encourage bargaining unit employees to work in a safe manner. The Fire Chief will receive and consider written recommendations with respect to unsafe conditions and/or other health and safety ideas or concerns from the Union. Within fifteen working (15) days of receipt of such safety notice from the Union, the Chief/Town shall give a written reply to the Union Steward regarding the disposition or course of corrective action.
- 8.2 Protective devices, wearing apparel and other equipment necessary to properly protect members shall be provided by the Town as mandated by state and federal law.
- 8.3 The established Town safety committee shall remain in effect and the Union Steward shall be a representative on this committee.

ARTICLE 9
Pay Rates and Compensation

- 9.1 Full-time and part-time members of this bargaining unit shall be paid the pay rates in effect on the effective date of this Agreement and as such pay rates may be adjusted from time to time by the Town Council during the term of this Agreement.
- 9.2 For the period October 1, 2021, through September 30, 2022, bargaining unit members recognized as full-time lieutenants shall receive a general wage increase of ten percent (10 %) of the employee's base hourly wage rate. Bargaining unit members recognized as full-time driver engineers shall receive a general wage increase of eleven percent (11 %) of the employee's base hourly wage rate. To be eligible for this increase, an employee must be on the Town's payroll as of September 1, 2021.
- 9.3 For the period October 1, 2022, through September 30, 2023, bargaining unit members recognized as full-time lieutenants shall receive a general wage increase of six percent (6 %) of the employee's base hourly wage rate. Bargaining unit members recognized as full-time driver engineers shall receive a general wage increase of eight percent (8 %) of the employee's base hourly wage rate. To be eligible for this increase, an employee must be on the Town's payroll as of September 1, 2022.
- 9.4 For the period October 1, 2023, through September 30, 2024, bargaining unit members recognized as full-time lieutenants shall receive a general wage increase of six percent (6 %) of the employee's base hourly wage rate. Bargaining unit members recognized as full-time driver engineers shall receive a general wage increase of eight percent (8 %) of the employee's base hourly wage rate. To be eligible for this increase, an employee must be on the Town's payroll as of September 1, 2023.
- 9.5 Either party may re-open this Agreement on or after July 1, 2022, and July 1, 2023, to negotiate a general wage adjustment effective October 1, 2023, and October 1, 2024.
- 9.6 It is recognized that bargaining unit members are subject to being called back to work to cover for absences or as otherwise required for the efficient operation of the department. Bargaining unit members will be rotated through on-call status based on job classification and seniority. Employees who are called back to work will be paid at their regular rate of pay.
- 9.7 Overtime will be paid to members of this bargaining unit at time and one half the employees' regular rate as required by the Fair Labor Standards Act (see Article 24, Hours of Work and Overtime).

ARTICLE 10
Firefighters Retirement Plan

- 10.1 Employees covered by this Agreement will continue to participate in the Florida Retirement System (FRS) Special Risk Classification. Members' participation will be governed by and subject to the eligibility requirements and all other terms and conditions of such program, as may be amended or revised from time to time by the State.

- 10.2 Members of this unit will have the opportunity to participate in a Deferred Compensation Program provided by the IAFF-FC through payroll deduction. Such participation shall be at the member's option and expense. Target date for implementation will be 45 days from ratification of this Agreement.

ARTICLE 11
Insurance Benefits

- 11.1 Full-time employees covered by this Agreement shall be eligible to participate in the Town's group medical, dental, vision, and life insurance benefits in the same manner as other full-time employees of the Town. Participation in such benefits shall be governed by the terms and conditions of the applicable benefit plans or policies, including any applicable plan features, covered benefits, employee premiums, co-payments, deductibles, contribution rates or other employee costs, as are from time to time applicable to other full-time employees of the Town. It is understood that the Town may modify any terms and conditions, terminate the plans, or substitute other plans, plan administrators or insurers from time to time, provided such changes are also applicable to the Town's non-represented employees. Notwithstanding the foregoing, the Town and the Union agree to maintain the current 80/20 health insurance premium percentages (regardless of dollar amount) during the life of this Agreement. Should health insurance premiums increase by greater than 15% during the term of this Agreement, either the Town or the Union may reopen this article to renegotiate the premium percentages.
- 11.2 Should the Town create an employee committee to review various options to the current insurance coverages, a member of this unit appointed by the Union shall serve on such committee.

ARTICLE 12

Uniforms

- 12.1 Uniform components required by the Department to be worn by members while on duty shall be issued to the member at no cost and replaced as needed at no cost to the member. Members may not modify his or her uniform without express authorization from the Fire Chief.
- 12.2 With the Fire Chiefs approval, the Town will allow the members of this bargaining unit to wear a Union issued tee-shirt on weekends and holidays. Such shirt in color and design must first be approved by the Fire Chief if it is to be worn on-duty. The Town shall not be responsible to replace this shirt should it be damaged while on duty.
- 12.3 Members will return all uniform components to the Town when replacements are needed or when separating from the Town.

ARTICLE 13
Holidays

13.1 The following holidays are recognized:

New Year's Day (January 1)
Martin Luther King Jr Day (Third Monday of January)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Day after Thanksgiving Day (Fourth Friday in November)
Christmas Eve (December 24-Starting at Noon)
Christmas Day (December 25)
New Year's Eve (December 31 - Starting at Noon)
Floating Holiday (to be approved by the Department Head)

13.2 While not a recognized paid holiday by the Town, September 11 of each year shall be observed by the Malabar Fire Department as a day of quiet reflection with limited workload and training. Training on this day if any, will be limited to Firefighter Health and Safety Issues.

13.2.1 While not a recognized paid holiday by the Town, Easter Sunday shall be considered Holiday Routine, with limited workload and no required training.

13.2.2 Additional paid holidays or extended holiday time approved by the Town and provided generally to other full-time Town employees, will be provided to members of this bargaining unit at the same ratio and same start and ending times.

13.3 Holiday Pay and Eligibility: Full-time employees only.

13.4 Work During Holidays: Employees who are required to work on a designated holiday will be paid at time and a half their regular rate of pay for time worked during the holiday. Employees who are not required to work on a designated holiday will be paid 8 hours at their regular straight time rate. If an employee is required to work on a designated holiday, but less than 8 hours, he or she will be paid time and a half for time worked during the holiday and straight time for the difference between time worked and 8 hours.

13.5 Holidays During Paid Leave. Employees on vacation or sick leave on a designated holiday shall be paid for the holiday as holiday pay and not charged with vacation or sick leave for the day.

- 13.6 Use of Floating Holiday. An employee's request to use a floating holiday must be approved by the appropriate Fire Chief at least three (3) working days prior to the desired time off. If the employee has not used the floating holiday within the calendar year, the floating holiday shall be considered lost and forfeited. During the initial six (6) months of employment, an employee is not entitled to a floating holiday. The floating holiday must be taken in one workday and may be taken only when it does not disrupt the essential services of Departmental operations. The employee will have the option of requesting 8 hours of pay in lieu of taking the floating holiday.

ARTICLE 14
Sick Leave

- 14.1 The Town will provide paid sick leave to full-time bargaining unit members as set forth in the Town's Employee Manual with the understanding that the cost of any medical certifications will be borne by employee.

ARTICLE 15

Medical Leave

[Replaces Town's FMLA and Disability Leave Policies]

15. Eligible employees may take up to 12 weeks of unpaid medical leave of absence in any 12 month period for: (1) a serious health condition that renders the employee incapable of performing the essential functions of his or her job; (2) the birth and care of a son or daughter; (3) to care for a newly adopted son or daughter; or (4) to care for a close family member with a serious health condition.

For purposes of this policy, "close family member" means an employee's son or daughter under 18 years old (or age 18 or above and incapacitated), and an employee's spouse or parent.

The 12 month period is measured as a rolling 12 month period measured backward from the date leave is used.

Eligible employees are those who are designated as full-time employees and have worked for the Town at least 12 consecutive months.

Employees must use all accrued paid leave time including vacation, sick and compensatory leave during the medical leave of absence.

An employee requesting a medical leave must submit a written request for medical leave to the Town Administrator, or the Town Administrator's designee, for processing and potential approval. An employee intending to take a medical leave of absence must submit the request for the leave at least 30 days before the leave is to begin, if possible, or as soon as reasonably possible. The completed application must state the reason for the leave, the expected/requested duration of the leave and the starting and ending dates of the leave. Following receipt of a leave request, the Town will notify the employee whether the requested leave has been approved. In the event the Town Administrator, Town Clerk or any employee appointed by the Council should request medical leave, a Special Town Council Meeting will be called to consider the application.

The application for leave based on the serious health condition of the employee or close family member must be accompanied by a certification of health care provider completed by the treating physician. The certification must state the date on which the serious health condition commenced, probable duration of the condition and the appropriate medical facts regarding the employee's or close family member's condition. If the requested leave is for the employee's own serious health condition (including pregnancy), the medical certification must identify any job functions the employee is unable to perform and for how long. If the requested leave is to care for a close family member with a serious health condition, the certification must also describe the care the employee needs to provide, and the estimated leave needed to provide the leave.

The medical certification must be submitted prior to when an employee's leave begins or, if that is not possible, within 15 days after the leave starting date. Failure to submit a certification and other documentation supporting the need for leave may result in the leave being denied/unexcused and subject the employee to disciplinary action for failing to provide the required certification.

An employee taking a medical leave of absence must report as directed by the Town, but at least every 30 days, on his or her status and intent to return to work upon completion of the leave. Employees returning from a medical leave are required to provide a fitness for duty from his or her treating physician indicating that the employee is able to safely resume work and identifying any work restrictions and the duration of such restrictions. Employees who do not return to work upon the expiration of a medical leave will be treated as having abandoned their employment.

Effort will be made to restore an employee to the same position held when the leave began. However, the Town cannot guarantee that an employee will be returned to his or her former position or compensation. If an employee returns to a different position, his or her pay will be adjusted accordingly.

The Town will maintain group health insurance coverage for an employee on an approved medical leave on the same terms as if the employee continued to work.

The Town may make exceptions to this policy or other accommodations as appropriate to comply with the Americans with Disabilities Act or similar laws.

ARTICLE 16
Vacation Leave

16. The Town will provide paid vacation leave to full-time bargaining unit members as set forth in the Town's Employee Manual, except the maximum number of vacation hours which can be accumulated is 400 hours.

ARTICLE 17
Court Leave

17. The Town will provide leave for court duty as set forth in the Town's Employee Manual.

ARTICLE 18
Military Leave

- 18.1 The Town will grant members military leave in accordance with federal and state law and as set forth in the Town's Employee Manual.

ARTICLE 19
Bereavement Leave

- 19.1 The Town will provide full-time bargaining unit employees bereavement leave as set forth in the Town's Employee Manual.

ARTICLE 20
Elections

20. The Town will provide paid leave for voting as set forth in the Town's Employee Manual.

ARTICLE 21
Professional Development

21. The Town will provide training and educational opportunities as set forth in the Town's Employee Manual.

ARTICLE 22

Workers' Compensation and on the Job Injury

- 22.1 The Town participates in, the Florida Municipal Self Insurers Fund for Workers Compensation. Employees injured while on the job may be compensated from this Fund in conformance with State Statutes. An injured employee must file the claim with the Town: payments are made directly to the employee
- 22.2 An employee will receive a check from Workers Compensation equal to 66 and 2/3% of his/her salary, plus they may use accrued sick leave/vacation to supplement the Workers Compensation payments. If there is no sick leave or vacation available, the Workers Compensation check will be the total paid to the employee. An employee who is terminated due to an on-the-job disability may be reimbursed 100% for accumulated sick leave. The Town reserves the right to require periodic medical examinations and reports from employees who are away from work due to compensative injuries under the law
- 22.3 Prior to returning to work the employee must provide a certification from the treating health care provider that the Employee can resume work with reasonable accommodation by the Town. The Town will remind the employee of the need for this return-to-work certification at the time leave is requested or when advised of the medical circumstances requiring the leave.
- 22.4 If changes to the Florida's workers' compensation law impact the terms of this article, either the Town or the Union may re-open this article to negotiate over the effects of such changes.

ARTICLE 23
Prevailing Rights

23. Wages, hours, benefits, and conditions of employment not covered by this Agreement shall not be changed arbitrarily or capriciously during the life of this Agreement.

ARTICLE 24
Hours of Work and Overtime

- 24.1 A normal shift for full-time members of this unit consists of a 24-hour period, from 0700-0700 followed by the unit employee being off for 72 consecutive hours. The work period will consist of 14 consecutive calendar days. Overtime pay at a rate of time and one half will be paid for all time actually worked in excess of 106 hours worked in a 14-day cycle. The Town may change the current schedule/shift system and work cycle upon 14 days' written notice to the Union.
- 24.1.2 Full-time members of the bargaining unit may elect to receive compensatory time off at a rate of time and one half in lieu of being paid for overtime. Compensatory time off shall be taken and approved the same as vacation leave. A full-time bargaining unit member may accrue a maximum of twenty-four (24) hours of compensatory time.
- 24.2 A normal shift for part-time members of this unit shall be determined by the Fire Chief. A part time member of this bargaining unit will not on average exceed 29 hours per week or 129 hours per month. Part-time members whose average work hours exceed these thresholds (in accordance with IRS standards) shall be considered as a full-time member of this bargaining unit and shall earn benefits accordingly.
- 24.3 Members of the bargaining unit shall not be required to volunteer time back to the department.

ARTICLE 25
Shift Trade

25. The Town will continue to permit trading (swapping) of shifts as set forth in Section 60.2 of the Fire Department's Standard Operating Guide and Policy.

ARTICLE 26
Working Outside of Position

26. Bargaining unit members who are temporarily assigned to positions above their regular positions for more than two full shifts shall be compensated at five percent (5%) increase above their base pay rate or the minimum base pay rate for the position moved up to, whichever is less.

ARTICLE 27
Secondary Employment

- 27.1 Members of the bargaining unit shall be permitted to work outside, secondary jobs. Outside, secondary employment cannot affect the member's performance to the Town nor may a member's secondary outside employment affect the operations of the department in any way. No member of this bargaining unit shall work secondary employment that is of a questionable nature or could bring discredit to the Town or Department. A member shall provide the Fire Chief prior written notification of any outside, secondary employment. In the event of questionable secondary employment, the Fire Chief can prohibit the outside employment, in writing to the member with reasons explained and copy sent to the Union Steward.
- 27.2 Employment with the Town of Malabar Fire Department is to be considered a full-time bargaining unit member's primary job and essential duty. Full-time members may not work for any other fire service.

ARTICLE 28
Reduction-in-Force and Recall

- 28.1 In the event of a reduction in-force (lay-offs), employees will be laid off in the reverse order in which they were hired, unless the Chief determines in his discretion that an employee is better qualified based on skills and experience, in which case the lesser qualified employee may be laid off. For purposes of this article, the employee's hire date with the Town is to be construed as his or her seniority date.
- 28.1.1 In the event a member of this bargaining unit has more than one hire date, the most recent hire date with the Malabar Fire Department is the seniority date for this article.
- 28.2 Employees will be subject to recall from a layoff for a period of one hundred and eighty (180) days, with no loss of seniority. Notice of recall shall be sent by U.S. certified mail with return receipt, hand delivery or other reliable manner, to the last known current address on file with the Town Clerk. Employees will notify the Town with acceptance or denial of recall as soon as practical (within three (3) working days) after receiving notice of recall and further, shall have fifteen (15) calendar days from the date that the notice of recall was issued by the Town to report. Recalled members of this unit who fail to notify the Town of acceptance or denial shall be deemed to have denied the recall.

ARTICLE 29
Vacancies, Promotions and Demotions

- 29.1 Part Time members of this bargaining unit shall be first considered to fill vacancies within the full-time positions of this bargaining unit. A part time member of this unit not chosen to fill a full-time position will be so advised in writing, with reasons explained. Part-time members of this bargaining unit have the option to accept or deny an offer to convert to full-time status.
- 29.1.1 Part-Time members of this bargaining unit may be called upon to temporarily fill a full-time position in the event of the full-time member's absence of more than 30 days. Part-time members of this unit are not required to fill a full-time position.
- 29.2 Members who convert from regular part-time status to full-time status or accept a promotion shall serve a 90-day probationary period.
- 29.3 Members who convert from regular part-time status to full-time status or accept a promotion, but fail to meet the probationary period, shall be demoted back to the position originally held with wages and benefits as they were prior to the promotion, provided their original position has not been filled.
- 29.4 Rehire: Members of this bargaining unit who terminate employment in good standing may be rehired in the Town's discretion and maintain their original hire date. If rehire is more than thirty (30) days from date of termination than the employee will be rehired as a new hire.
- 29.5 Voluntary Demotion: Subject to the Fire Chiefs discretion and approval, members of this bargaining unit may be permitted to take a voluntary demotion downward, so long as a vacancy exists.
- 29.6 The Town / Fire Chief may establish promotional testing criteria for positions within this bargaining unit. The Union will be permitted to have input into the promotional testing process.

ARTICLE 30
Political Activity

- 30.1 Employees in the bargaining unit are prohibited from engaging in political activity including, but not limited to, campaigning, soliciting, making speeches, or making appearances at political functions (other than as may be requested by official duties), while in uniform, on duty, using Town resources (vehicles, computers, telephones, etc.) or otherwise acting within the scope of employment. At all other times, there shall be no prohibition against peaceful political activity.
- 30.2 Union elections are governed by the Union Business article of this Agreement and are not considered political activity for purposes of this article.

ARTICLE 31
Grievance and Arbitration Procedure

31.1 Rules for Grievance Processing:

1. A grievance is defined as a dispute involving an alleged violation of this Agreement. A member covered by this Agreement may not pursue a grievance alleging a violation of this Agreement without the Union's permission. However, subject to the time limits and other requirements of this article, nothing herein precludes an employee or the Union from informally discussing or resolving issues with the Fire Chief or the Town Administrator prior to the issue becoming a grievance.
2. A member covered by this Agreement may elect to pursue his or her grievance either through the grievance/arbitration procedure established by this Agreement or a grievance procedure established by the Town of Malabar. However, once a procedure has been selected it cannot be changed.
3. For members of this bargaining unit, the Union makes the decision to forward or not to forward a grievance to the arbitration process.
4. A grievance must be brought forward within five (5) working days from the date of occurrence of the event first giving rise to the grievance or within five (5) working days from the date that the aggrieved employee or the Union through use of reasonable diligence could have obtained knowledge of the occurrence giving rise to the grievance.
5. Time limits at any stage of this procedure shall be strictly enforced but may be extended by written, mutual agreement of the parties.
6. A grievance not advanced to the next step within the time frames allotted including extensions of time shall be deemed to have been withdrawn and resolved with the decision at the last step. A failure on the part of the Town to respond within the time frames of this procedure including extensions of time, shall automatically advance the grievance to the next step in the procedure.
7. The day a grievance is submitted or otherwise presented at a given step is not included as a "working day" for response purposes.
8. In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to five (5) calendar days prior to the date the grievance was submitted at Step 1.

9. A grievance must be submitted in writing and shall set forth all of the following:

- a. A complete statement of the grievance and the facts upon which it is based to include the date of the event or date of discovery.
- b. The section or sections of the Agreement alleged to have been violated.
- c. The remedy or correction requested.
- d. Signed and dated by the employee or the Union.

31.2 Designated Union Representatives shall be as follows:

- a. Malabar Unit Shop Steward as appointed by Local 2446
- b. Malabar Unit Representative from Local 2446
- c. Local 2446 President
- d. Local 2446 Executive Board
- e. Local 2446 Legal or Special Counsel or Representatives

31.3 Grievance Procedure:

Step 1

Within five (5) working days from the date of occurrence of the event first giving rise to the grievance, or within five (5) working days from the date that the aggrieved employee or the Union through use of reasonable diligence could have obtained knowledge of the occurrence giving rise to the grievance, the aggrieved employee or employee representatives shall submit a written grievance to the Fire Chief. Within five (5) working days from the submission of this Grievance, the Fire Chief shall render a decision in writing to the employee and employee representative. If this decision is not satisfactory, then it may be moved to Step 2.

Step 2

A Step 2 grievance shall be submitted in writing to the Town Administrator within five (5) working days from the response at the Step 1 level. Within five (5) working days the Town Administrator shall call a meeting to review the grievance with the aggrieved employee and the employee representative. Within five (5) working days from this meeting, the Town Administrator shall render a decision in written format and sent to the aggrieved employee and employee representative. If the response from the Town Administrator is not satisfactory, then the grievance may be submitted to Step 3.

Step 3

Arbitration: If the grievance is not settled at Step 2 the Union's Executive Board will make the decision to forward or not to forward an issue to arbitration. The Union will notify the Town of its decision within ten (10) working days from the Step 3 decision.

31.4 Arbitration

Section 1:

- a. An arbitrator may be mutually selected by the parties to the arbitration proceedings. If an arbitrator cannot be selected by mutual agreement of both parties, then within five (5) working days after receipt of the appeal to arbitration, the party requesting arbitration shall request the services of the Federal Mediation and Conciliation Service to furnish a panel of five (5) impartial arbitrators particularly skilled in matters involving local government employee relations. The parties shall take turns striking names from the panel until one name remains. The remaining name shall be the arbitrator. The arbitrator will be notified by joint letter from the parties requesting that the arbitrator set a mutually convenient date, time and location of the hearing.

Section 2:

- a. The arbitration shall be conducted under the rules set forth in this Agreement. The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement, or any part thereof or any amendment thereto. The arbitrator shall consider and decide only the specific issue(s) submitted to him or her in writing by the parties and shall have no authority to consider or rule upon any matter which is not specifically covered by this Agreement. All testimony given at the arbitration hearing shall be given under oath. The time limits set out in this Agreement will be strictly enforced by the arbitrator.
- b. The arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. Consistent with this section, the decision of the arbitrator shall be based exclusively upon the terms of this Agreement, and upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by the arbitrator. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence admitted into evidence at the hearing.
- c. The decision of the arbitrator shall be final and binding on the parties, subject to those challenges permitted by law. If any event occurred or failed to occur prior to the effective date of the Agreement, it shall not be the subject of any grievance hereunder, nor shall the arbitrator have the power to make any decision concerning such matter.

Section 3:

- a. The compensation and expense of the arbitrator shall be borne by the losing party as determined by the arbitrator. Should the Union not be representing a member of this bargaining unit and the employee is the losing party, the costs and expenses of the arbitration are borne by the employee. In the event of a compromise award, the arbitrator's costs and expenses shall be borne equally by the parties.
- b. Each party shall bear the cost of preparing and presenting its own case. If the arbitrator requests a transcript of the hearing, the parties will share equally in the cost of the recording or stenographic services. Otherwise, the party desiring a record of the proceedings shall pay for the recording or stenographic services.

ARTICLE 32
Work Rules

- 32.1 The Town shall have the right to make work rules, regulations, policies and procedures that are not in conflict with this Agreement.
- 32.2 A written rule, regulation, policy or procedure in conflict with this Agreement shall be resolved through modification of such rule, regulation, policy or procedure to be compatible with this Agreement.

ARTICLE 33
Severability Clause

- 33.1 If any provision of this Agreement, or the application of such provision is rendered invalid by the binding action of a court of competent jurisdiction or administrative agency, or any federal, state or county regulation, the remaining parts or portions of this Agreement shall remain in full force and effect. If such an invalidating action occurs, the Union and Town will meet as soon as possible to determine whether a replacement provision is necessary and, if so, to negotiate same.

ARTICLE 34
Appendices and Amendments

- 34.1 Any additions, changes, and/or amendments to this Agreement that occur during the life of this Agreement shall be clearly identified and explained, dated and signed by the parties in a Memorandum of Agreement, and will be subject to ratification by the bargaining unit and the Town Council.

- 34.2 The parties may from time to time enter into letters of understanding clarifying {but not actually changing) the material terms of this Agreement. Any letters of understanding must be dated and signed by the Town Administrator and an authorized representative of the Union.

ARTICLE 35
Transfer of Service

35.1 In the event the Town contracts with or otherwise engages a new employer to assume all or part of the Town's fire-rescue operations, the Town agrees that it shall include provisions in its agreement with the new employer requiring the new employer to:

- (1) Hire then employed paid fire rescue employees of this bargaining unit;
- (2) If the new employer's fire employees are represented by a labor organization, meet with representatives of such labor organization at least thirty (30) days prior to the new employer's assumption of the Town's fire-rescue operations, to address the inclusion of members of this bargaining unit within any existing fire-rescue bargaining unit of the new employer. The new employer shall agree, to the extent permitted by law, to include members of this bargaining unit in any existing fire- rescue bargaining unit of the new employer.
- (3) Agree to recognize and bargain with the labor organization representing the new employer's fire rescue employees or, if no such representative, to recognize and bargain with IAFF Local 2446, all aspects of the new employer's employment of the Town's fire-rescue employees including issues regarding seniority and longevity.

35.2 This article is subject to applicable law.

ARTICLE 36
Duration

36. This Agreement will take effect on the date of ratification by the Town Council with an effective date of October 1, 2021 and will remain in effect for a term of three years, ending September 20, 2024.

Thereafter, this Agreement will automatically renew itself for additional one year term on the anniversary date of this Agreement, unless either party provides written notice to the other party not less than sixty (60) days prior to the expiration date of this Agreement of an intent to reopen or renegotiate this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized representatives.

Town of Malabar

Local 2446 Of The
International Association Of
Firefighters

This Agreement Was Ratified By The Town Council Of The Town Of Malabar On The 13th Day Of September 2021.

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 4.d.
Meeting Date: September 14, 2021

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

SUBJECT: Replacement of Storage Containers at Public Works yard

BACKGROUND/HISTORY:

There are three Conex containers at the PW yard that hold the special event equipment, spare parts and one is reserved for flammable liquids. None of them are even in fair condition. They all leak, have holes and some walls are no longer connected to the flooring.

We have called two vendors that deal in used storage containers and learned there is a worldwide storage of them available. We found some from Conexwest out of California and Miami and some from Shipped.com Inc. in Miami and Tampa. The classification and rating of these range from "new" meaning they have only been used once to transport cargo either domestically or overseas; "WWT" meaning they are wind and weather tight and functional but not cosmetically perfect; and "used" which means they may be missing sections of siding or flooring or doors.

We were able to get a verbal quote from each of them and Shipped.com Inc. had the better price and better delivery costs. We have ordered two units to be delivered this month. In preparation of the delivery, we are emptying and scrapping the old units and pouring slabs for the ordered units.

FINANCIAL IMPACT:

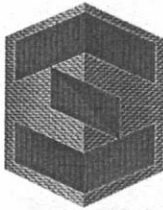
Each unit is \$4,799.00 plus \$575.00 for delivery. The invoice will be paid from the Streets and Roads Department (541).

ATTACHMENTS:

- Invoice from Shipped.com Inc.
- Estimate from Conexwest

ACTION OPTIONS:

Council Action on Consent Agenda



SHIPPED .COM
Shipping Container
Marketplace

Shipped.com Corporation (World Headquarters)
1 Maritime Square, Harbourfront Centre, Singapore 099253
+1 503-SHIPPED sales@shipped.com <https://shipped.com>



Local Offices: ■ Americas ■ South Africa ■ Asia ■ Europe ■

Town Of Malabar
Debby Franklin
2725 Malabar Road
Malabar, FL 32950 USA

(321) 727-7764
townclerk@townofmalabar.org

Invoice 8047414

Tuesday, August 31st, 2021



Item	USD Amount
2 x 20' Standard WWT Shipping Container	\$4799/ea
Professional Tilt-Bed Tractor Trailer Ground Delivery To 32950	\$575/ea
Sales Manager Discount	\$-849
Terminal Fees, Delivery Insurance, Surcharges, Port Charges, Etc.	All Included
TOTAL	\$9,899

Please pay total amount upon receipt of this invoice:

CASH / M.O. / CHECK deposits at:
Any Chase Bank USA location:
Account Holder: Shipped.com
Account Number: 502-010-603
Please save the deposit slip.

CHECKS can also be uploaded & processed electronically (no mailing is necessary):
Make checks payable to: Shipped.com
Memo/Reference: Order 8047414
On the back side of your check write:
"FOR DEPOSIT ONLY SHIPPED.COM"
After preparing, upload the check photos to:
<https://shipped.com/cart/8047414/76515f2>

ACH / ELECTRONIC FUNDS TRANSFERS can be sent to our Chase Bank account:
Account Holder: Shipped.com
Account number: 502-010-603
Routing number: 322271627

ONLINE SHOPPING CART / CHECKOUT:
<https://shipped.com/cart/8047414/76515f2>

USA WIRE Remittance Details:
Chase Bank, 9465 Wilshire Blvd,
Beverly Hills, CA 90212 USA
Account Holder: Shipped.com
Account Number: 502-010-603
ABA/Routing Number: 322271627
Memo: Shipped.com Order 8047414

INTERNATIONAL WIRE details:
DBS Bank, 12 Marina Blvd, MBFC Tower
3, Singapore 018982.
SWIFT/BIC Code: DBSSSGSG Account
Name: Shipped.com Corporation
Account Number: 0048-0069-6112-8022
Memo: Shipped.com Order 8047414

BITCOIN payments accepted. Contact sales@shipped.com for our unique block chain address to send your BTC to.

CREDIT CARDS & PayPal are accepted:
<https://shipped.com/cart/8047414/76515f2>

PO / NET 15 TERMS are available for Large Corporations & Government. contact sales@shipped.com for details.

This invoice is subject to and governed by the attached page 2 terms and conditions, which are also available upon request.

Re: Your shipping container quote

Debby Franklin <townclerk@townofmalabar.org>

Mon 8/30/2021 4:49 PM

To: Sharon DeChavez <sharon@conexwest.com>

We are looking to buy

We would like a price on two 20' x 8' units with roll up door on end and one 20' haxmat storage like sku CXW20HCHZ

We would like a price on the 10 Container with rollup door you have on website.

We would like to buy before the end of September and receive before the end of Sept if possible.

Debby K. Franklin

Certified Municipal Clerk

Town Clerk Treasurer

townclerk@townofmalabar.org

321-727-7764



Town of Malabar

2725 Malabar Road

Malabar, FL 32950

www.TownofMalabar.com

Re: Conexwest-20ft Container

Sharon DeChavez <sharon@conexwest.com>

Tue 8/31/2021 11:07 AM

To: Debby Franklin <townclerk@townofmalabar.org>

At this time, we may only have the 20ft NEW Open Side container \$8495 each plus \$1085 delivery fee.

There is a worldwide shortage of containers at this time.



Sharon DeChavez

Conexwest Shipping Containers
We Build It Better

p. (855) 878-5233 ext. 720
m. (510) 925-1346
a. 2100 Engineer Rd, Oakland, CA 94607
e. sharon@conexwest.com
w. www.conexwest.com



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American Welding Society

August 2021 Public Works Report

Equipment Update

- Install Cylinders in Road Grader
- John Deere Tractor Picked Up from Dealership in Ft. Peirce
- Switched Mower Heads on Kubota Tractor

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

Streets & Roads Jobs

- Patch pothole at Hall and Rivet
- Repaired washouts at:
 - o Weber Road
 - o Eva Lane & Hall Road
 - o Elaine Lane & Glatter Road
 - o Oakridge Lane
 - o Ivey Lane
- Replaced Street Signs and/or Posts at:
 - o Corey Road (35 MPH Speed Limit)
 - o Atz Road & Corey Road
 - o Shiflett Lane
 - o Waring Lane
 - o Ivey Lane (No Outlet)
- Clean Ditch at Stillwater Preserve
- Deliver and place 15 loads of fill on Hunter Lane
- Lay out Glatter Road Repair

Park Maintenance

- Put out and pick up Snipe Signs for Market
- Repaired Well Pump at Malabar Community Park
- Remove Bench from Malabar Community Park
- Set up Park for Market
- Spread 2 loads of Clay at Baseball Field
- Playground Instillation
 - o Remove old Playground Equipment (3 Days)
 - o 2 loads to scrap yard
 - o 1 load to landfill

Town Hall/ Public Works Yard Projects

- Clean/Push up Marie Street Yard
- Replace A/C filters at Town Hall
- Install new compressor in P/W Shop, move old compressor into new Garage
- Clean up/prepare for replacement of Storage Boxes in P/W Yard
- Mow all Right-of-Ways

Mowing & Weed Eating Checklist August

Sanitation	8-2	8-9	8-16	8-23;8-26;8-30
Soccer Field	8-3	8-6	8-13	8-20; 8-26
Baseball Field	8-3	8-6	8-13	8-20
Drag Infield				

Town Property

Malabar Park		8-6		8-20
Fire Department		8-10		8-23
Disc Park				8-30
Trail Park		8-10		
Eschenberg Park	8/3			
Huggins Park				
Public Works Yard		8/9		
Marie St. Yard				
Town Hall/ S. RR Ave				

Town ROWs

Rocky Point Rd North & South		8/11		
Briar Creek Blvd & Bridge		8/11		
Corey Rd North End				
Marie St South East Side				8-23
Marie St North West To Johnsnton				8-23
Glatter Rd @ Malabar Rd		8-12		
Glatter Rd East to RR				
Data Managment		8-11		
Marie St Trail North and South Side				
Quaterman & Atz Rd				
Booth &Lette Intersection North				
Richard Rd Tillman Canal		8-12		

Bus Stops

Atz & Corey				
Weber & Old Mission				
Lacourt & Hall				
LaCourt & Atz				
Hall & Corey				

Main Intersections (All Paved Roads w/ Stop sign, 50 Ft Each Direction)

Corey & Hall				
Corey & Atz				
Weber & Hall				
Weber & Atz				

Road Grading			Month: August 2021		
Road Name	Date	Machine Used	Loads	Materials	Comments
McCain Lane South	8/3	Box			
Howell Lane South	8/3	Box			
Rivet Lane	8/3	Box			
Appleby Lane South	8/3	Box			
Ivey Lane	8/3	Box			
Oakridge Lane North	8/3	Box			
Marie Street South	8/5	Box			
Howell Lane North	8/5	Box			
Linrose Lane South	8/5	Box			
Duncil Lane North	8/5	Box			
Flashy Lane	8/5	Box			
Richards Lane	8/5	Box			
Appleby Lane North	8/6	Box			
Linrose Lane South	8/6	Box			
Fins Lane	8/6	Box			
Quarterman Lane	8/6	Box			
Raulerson Lane	8/6	Box			
Kelly Lane	8/6	Box			
Sandhill Trailhead Park	8/13	Box			
Malabar Community Park	8/13	Box			
Candy Lane	8/13	Box			

Billie Lane	8/13	Box			
Hunter Lane South	8-13	Box			
Marie Street North	8/16	Box			
Nord Street	8-16	Box			
Matthews Lane	8/16	Box			
MacDonald Lane	8-16	Box			
Waring Lane North	8/16	Box			
Cason Lane	8-16	Box			
Beran Lane	8/16	Box			
Hardway Lane	8-16	Box			
Marshall Lane	8/17	Box			
Johnston Ave	8/17	Box			
McCaine Lane North&South	8/17	Box			
Howell Lane North&South	8/17	Box			
Linrose Lane North	8/17	Box			
Arnold Lane	8/20	Box			
Quarterman Lane	8/20	Box			
Duncil Lane North	8/20	Box			
Isasa Lane	8/20	Box			
Raulerson Lane	8/20	Box			
Wilson Lane	8/20	Box			
Elaine Lane	8/24	Box			
Marie Street South	8/24	Box			

Weir Street	8/24	Box			
Gilmore Street	8/24	Box			
Fins Lane	8/24	Box			
Sandy Creek Lane	8/24	Box			
Deleware Ave	8/24	Box			
Osage Street	8/25	Box			
Prosperity Lane	8/25	Box			
Lett Lane	8/25	Box			
Leghorn Lane	8/25	Box			
Cason Lane	8/30	Box			
Kelly Lane	8/30	Box			
Waring Lane North&South	8/30	Box			
MacDonald Lane	8/30	Box			
Kramer Lane	8/30	Box			
Candy Lane	8/31	Box			
Billie Lane	8/31	Box			
Hunter Lane South	8/31	Box			
Oakridge Lane North&South	8/31	Box			
Duncil Lane North&South	8/31	Box			
Totals	11 Days	1 Machine	68 Roads Serviced		

Ditch Cleaning							Month: August 2021			
Road Name	Date	Start Location	End Location	Side of Road	Loads	Yards	Comments			
Kelly Lane	8/1	Aiz Road	End of Road	West	13	195	Completed			
Hard Lane	8/9	Aiz Road	End of Road	West	5	75	Completed			
Corey Road	8/9	Stillwater Preserve	1240 Corey	West	6	90	Completed			
Ivey Lane	8/10	Hall Road	End of Road	East/West	19	285	Completed			
TOTALS	3 Days	4 Roads Serviced			43	645				

Slope Mowing / Flat Mowing August 2021

	Road Name	Date	Ditch Side (N, S, E, W)	Grass	Brush	Ditcher
1	Glatter Road (East)	8/13	North/South	X		
2	Hall Road (East)	8/13	North/South	X		
3	Marie Street (South)	8/13	East/West	X		
4	Hall Road (East)	8/25	North/South	X		
5	Glatter Road (West)	8/25	North/South	X		
6	Marie Street (North)	8/25	East/West	X		
7	Hall Road (Center)	8/26	North/South	X		
8	Atz Road (East)	8/26	North/South	X		
9	Weber Road (North)	8/31	East/West	X		
10	Marie Street (Central)	8/31	East	X		

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 10.a.
Meeting Date: September 14, 2021

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

SUBJECT: Certification of Assessment Roll and Approve Assessment (Reso 08-2021)

BACKGROUND/HISTORY:

The certification of the assessment roll for stormwater and the estimated amount to be assessed must be approved by Council at an advertised Public Hearing prior to the collection by the Tax Collector. The certification of the assessment roll and the estimated amount must be approved before Malabar holds the public hearings on the overall budget.

FINANCIAL IMPACT:

\$128,780.12 from 1708 parcels as provided by the Property Appraiser's Office

ATTACHMENTS:

Resolution 08-2021

ACTION OPTIONS:

Action on Resolution 08-2021 Certifying the Assessment Roll and amount.

RESOLUTION 08-2021

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING CERTIFICATION OF ANNUAL STORMWATER UTILITY ASSESSMENT ROLL; ADOPTING AN ANNUAL BUDGET FOR THE TOWN'S STORMWATER UTILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 17, 2017, the Town Council held a public hearing and adopted a stepped increase for the calculation of the annual stormwater utility assessment roll for the operation and maintenance of the Town's Stormwater Management Program for the fiscal year beginning October 1, 2021; and

WHEREAS, an annual assessment roll has been prepared by Brevard County, a summary of which is attached to and made part of this Resolution by reference and labeled Exhibit "A"; and

WHEREAS, a copy of such Annual Stormwater Utility Assessment Roll has been sent to the Brevard County Tax Collector for collection in the same manner as ad valorem taxes are collected; and

WHEREAS, the Town Council is satisfied that the annual Stormwater Utility Assessment Roll has been prepared for fiscal year beginning October 1, 2021 in conformity with the Schedule of Rates adopted by the Town Council on August 4, 2017 and incorporating the rate per ERU at \$64.00 per ERU (Equivalent Residential Unit).

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

Section 1. Findings: The above "WHEREAS" statements are true and correct.

Section 2. Those stormwater utility assessments imposed during fiscal year beginning October 1, 2021, shall be billed by the Town of Malabar or its authorized representative, pursuant to the provisions of Section 13.5-8 of the Code of Ordinances, Town of Malabar, and shall be due and payable on November 1st of each year, pursuant to law.

Section 4. That a certified copy of this Resolution shall be delivered to the Tax Collector of Brevard County, Florida along with the executed DR-408A.

Section 5. This Resolution shall take effect immediately upon its adoption. This Resolution was moved for adoption by Council Member _____. This motion was seconded by Council Member _____ and, upon being put to vote, the vote was as follows:

Council Member Marisa Acquaviva	_____
Council Member Brian Vail	_____
Council Member Steve Rivet	_____
Council Member David Scardino	_____
Council Member Danny White	_____

This Resolution was then declared to be duly passed and adopted this 14th day of September 2021.

TOWN OF MALABAR

By:

(seal)

Mayor Patrick T. Reilly,
Council Chair

ATTEST:

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

Approved as to Form and Content:

Karl Bohne, Jr., Town Attorney

Exhibit "A"



2021 Totals for Stormwater Billing

City Code	Count	District - City	Billing Amount
Z	1,710	Malabar	\$129,089.58
	Total: 1,710		\$129,089.58

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 10.b.
Meeting Date: September 14, 2021

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

SUBJECT: Setting Millage for Fiscal Year 2021 / 2022 (Ord 2021-17)

BACKGROUND/HISTORY:

The Florida Statutes lay out the requirements for local governments on how the annual budget process is approved by each governing body. The process requires the following steps:

1. Announce the FY 2021 / 2022 proposed millage of 2.4899 to levy on property values
2. State this is an increase of 10.00% over the rolled back rate of 2.2503
3. The final millage rate of 2.4899 is to fund the expenses commencing October 1, 2021 and ending September 30, 2022.

The Malabar Interim Town Manager submitted a balanced budget with a ten percent increase over the rolled back rate to fund the operational costs of the Town, provide for funding for:

- Recalculated personnel costs for the Town portion of insurance, FICA, WC and FRS
- Provided a 3% COLA to non-union employees
- Provided for negotiated pay increase for union FD Lts. and D/E
- Funded Special Projects Manager position 50/50 with General Fund and ARPA
- Increased legal from 30K to 60K
- Provides for FD Chief vehicle replacement with that vehicle going to PW
- Provides for LifePaks for FD – cardio monitor defibrator units
- Maintained funding for PW vehicle and road maintenance
- Provides funding for MCP restroom rehab
- Provides for new mini excavator for streets and stormwater maintenance
- Increases CIP paving fund to 160K from 66K
- Provides for two new Toro mowers with trade-in credit.

This will be advertised as required by law in the Florida Today newspaper on September 23, 2021.

FINANCIAL IMPACT:

Council directed the millage be set at 2.4899

ATTACHMENTS:

- Ord. No. 2021-17

ACTION OPTIONS:

Action on first reading of Ord 2021-17

ORDINANCE 2021-17

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, ADOPTING THE MILLAGE RATE OF 2.4899 FOR THE LEVY OF AD VALOREM TAX WITHIN THE TOWN FOR THE PERIOD FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, public hearings as prescribed by Florida Statutes have been duly held in accordance with the laws of the State of Florida;

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

SECTION 1. The Town Council, in regular session duly assembled adopted the millage rate of 2.4899, to be levied for the General Fund upon all real and tangible personal property located within the boundaries of the Town of Malabar taxing authority.

SECTION 2. The final levy of 2.4899 mils will result in a 10.00% increase to the rolled back rate of 2.2503.

SECTION 3. This final millage rate of 2.4899 is to fund the general fund expenses for the fiscal year commencing October 1, 2021 and ending September 30, 2022.

SECTION 4. This ordinance shall become effective October 1, 2021, upon its adoption after the second 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 duly passed and adopted this 12th day of September 2021.

TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

(seal)

First Reading: 09/14/21 Vote to
Second Reading: 09/26/21

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 10.c.

Meeting Date: September 14, 2021

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

SUBJECT: Budget for Fiscal Year 2021 / 2022 – Ord 2021-18

BACKGROUND/HISTORY:

The TRIM Notice mailed to all property owners in mid-August lists the dates and times for the first Public Hearings on the tentative millages and budgets for all agencies taxing property owners to provide them the opportunity to attend and be heard. This meeting date was selected by Malabar Council for that notice.

Council consensus during the budget workshop process was to:

- Commit budgeted funds to reserves for vehicle replacement.
- Commit budgeted funds to reserves for road resurfacing
- Provide pay increase as noted in the budget
- Provide funds for continued maintenance of Malabar Community Park
- Continue to Develop Long Range Plans for Funding Capital Improvements

This will be advertised as required by law on September 23, 2021.

FINANCIAL IMPACT:

As stated in attached budget documents

ATTACHMENTS:

- Ord 2021-18 setting FY 2021/2022 Budget at \$3,338,915.00

ACTION OPTIONS:

Action on first reading of Ord 2021-18.

ORDINANCE 2021-18

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA ADOPTING THE BUDGET OF \$3,338,915.00 FOR THE FOR THE FISCAL PERIOD FROM OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Malabar has set forth the appropriations and revenue estimates for the budget for the period from October 1, 2021, through September 30, 2022; and in accordance with the laws of the State of Florida;

WHEREAS, The Town Council has held Public Hearings as required by F.S. 200.065.

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

SECTION 1. The Town Council, in regular session duly assembled adopt the Fiscal Year 2021/2022 Budget of \$3,338,915.00.

SECTION 2. This budget may be amended during the year, if necessary, by ordinance.

SECTION 3. This ordinance shall become effective on October 1, 2021, 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 duly passed and adopted this 27th day of September 2021.

TOWN OF MALABAR

Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

(seal)

First Reading: 09/14/2021 Vote to
Second Reading: 09/27/2021



Budget Fiscal Year 2021/2022

First Public Hearing on September 14, 2021

Second Public Hearing on September 27, 2021

Millage Adopted Ordinance 2021-17

Budget Adopted Ordinance 2021-18

Summary Sheet

2021-2022 Budget

Fund Balance Reserves 7/9/21	Balance	FY22 Use	Reserve Balance
Cash - General Fund	\$ 126,783	\$ -	\$ 126,783
Investments- General Fund	\$ 1,231,765	\$ -	\$ 1,231,765
Investments - Gen. Fund - SBA	\$ 45,030	\$ -	\$ 45,030
Park Fund	\$ 144,873	\$ -	\$ 144,873
Building Fund	\$ 121,220	\$ (64,722)	\$ 56,498
Stormwater Fund	\$ 276,246	\$ (89,720)	\$ 186,526
County TIFT	\$ 309,262	\$ (147,833)	\$ 161,429
CIP - Streets & Roads	\$ 101,002	\$ (12,167)	\$ 88,835
CIP - PW Vehicle Replacement	\$ 60,908	\$ -	\$ 60,908
CIP - FD Vehicle Replacement	\$ 8,204	\$ -	\$ 8,204
	\$ 2,425,294.57	\$ (314,442)	\$ 2,110,852.13

Revenues

Account Fund	FY22 Revenue	Fund Balance	FY22 Total Funding
General Fund	\$ 2,086,863	\$ -	\$ 2,086,863
Disaster Relief Fund	\$ 797,610	\$ -	\$ 2,884,473
Building Fund	\$ 171,220	\$ 64,722	\$ 235,942
Stormwater Fund	\$ 128,780	\$ 89,720	\$ 218,500
	\$ 3,184,473	\$ 154,442	\$ 3,338,915

Expenditures

Account Fund	Personnel	Operating	Capital	FY22 Total Expenses
511-Legislative	\$ 72,307	\$ 22,099	\$ -	\$ 94,406
512-Executive	\$ 98,273	\$ 2,500	\$ -	\$ 100,773
513-Admin	\$ 189,398	\$ 33,350	\$ -	\$ 222,748
514-Legal	\$ -	\$ 60,000	\$ -	\$ 60,000
515-Comp Plan	\$ -	\$ 3,500	\$ -	\$ 3,500
519-General Government	\$ 62,968	\$ 145,373	\$ -	\$ 208,341
522-Fire Control	\$ 491,626	\$ 79,000	\$ 149,696	\$ 720,322
524-Protective Inspections	\$ 122,817	\$ 113,125	\$ -	\$ 235,942
525-Disaster Relief	\$ 72,307	\$ -	\$ 725,303	\$ 797,610
538-Flood Control	\$ -	\$ 123,000	\$ 95,500	\$ 218,500
541-Streets Roads	\$ 229,930	\$ 120,100	\$ 216,575	\$ 566,605
572-Parks	\$ 53,767	\$ 30,400	\$ 20,000	\$ 104,167
574-Special Events	\$ -	\$ 6,000	\$ -	\$ 6,000
All Funds Total	\$ 1,393,394	\$ 738,447	\$ 1,207,074	\$ 3,338,915
General Fund Expense Total	\$ 1,270,576	\$ 502,322	\$ 1,111,574	\$ 2,884,472
Building Fund Expense Total	\$ 122,817	\$ 113,125	\$ -	\$ 235,942
Stormwater Fund Expense Total	\$ -	\$ 123,000	\$ 95,500	\$ 218,500
				\$ 3,338,915

ACCT NO.	ACCOUNT DESCRIPTION	FYE 9/2019	FYE 9/2020	BUDGET FY 20/21	FYTD 8/4/2021	Proposed FY 21/22	Notes
	Funding Sources						
31	TAXES	1,053,956	1,117,341	1,148,542	1,198,362	1,296,891	
32	PERMITS, FEES, & SPECIAL ASSESSMENTS	403,300	465,210	422,000	459,747	432,038	
33	INTERGOVERNMENTAL REVENUE	314,146	260,604	237,969	296,245	1,086,509	
34	CHARGES FOR SERVICES	69,122	50,608	53,885	44,210	64,722	
35	FINES AND FORFEITURES	80	175	150	360	400	
36	MISCELLANEOUS	178,253	133,989	168,053	315,614	140,080	
38	OTHER SOURCES	42,369	44,905	125,123	120,276	163,833	
	TOTAL REVENUE	2,061,226	2,072,832	2,155,722	2,434,814	3,184,473	
38 Cont.	RESERVED FUNDING/FINANCING	148,533	77,437	194,911	59,686	154,442	
	TOTAL FUNDING	2,209,759	2,150,269	2,350,633	2,494,500	3,338,915	

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ACCT NO.	ACCOUNT DESCRIPTION	FYE 9/2019	FYE 9/2020	BUDGET FY 20/21	FYTD 8/4/2021	Proposed FY 21/22	Notes
EXPENDITURES		FYE 9/2019	FYE 9/2020	BUDGET FY 20/21	FYTD Jun-21	Proposed FY 21/22	Notes
511	LEGISLATIVE	22,301	24,000	24,000	20,847	94,406	
512	EXECUTIVE	95,967	99,047	122,085	97,362	100,773	
513	FINANCE & ADMINISTRATIVE	168,879	194,266	208,877	168,789	222,748	
514	LEGAL	29,659	27,555	30,000	23,780	60,000	
515	COMPREHENSIVE PLANNING	14,580	3,475	5,000	892	3,500	
519	GENERAL GOVERNMENT	97,201	85,837	72,014	70,678	208,341	
522	FIRE CONTROL	646,675	655,900	687,600	511,705	720,322	
524	PROTECTIVE INSPECTIONS	114,201	152,277	201,526	136,158	235,942	
525	DISASTER RELIEF	24,371	220	0	1,101	797,610	
538	FLOOD CONTROL/SW MANAGEMENT	109,682	69,644	234,076	180,309	218,500	
541	STREETS AND ROADS	444,972	411,858	679,646	418,408	566,605	
572	PARKS AND RECREATION	71,853	66,253	91,809	155,912	104,167	
574	SPECIAL EVENTS	278	4,527	6,000	1,395	6,000	
	TOTAL EXPENDITURES	1,840,619	(1,794,859)	(2,362,633)	(1,787,336)	(3,338,915)	

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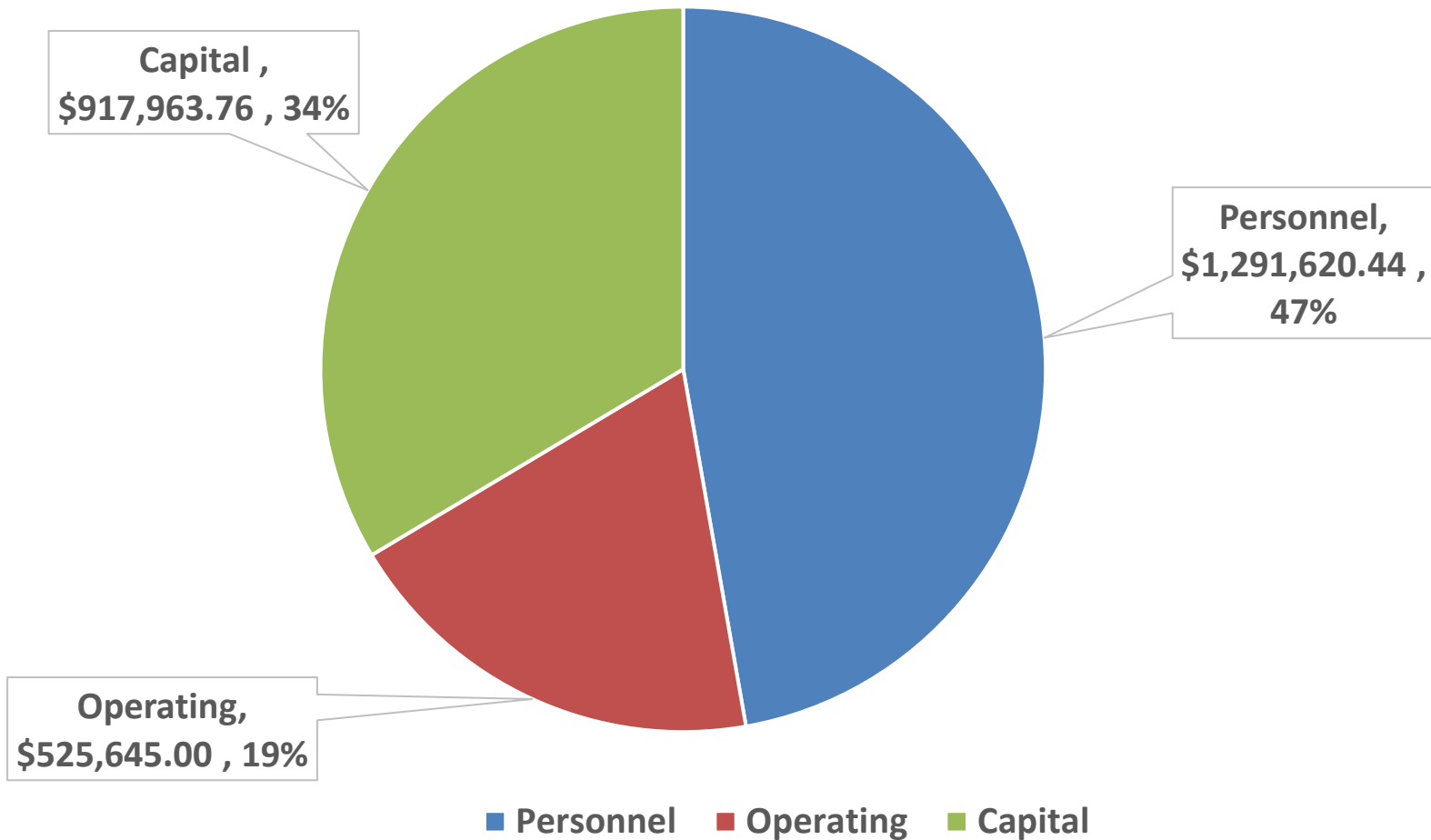
GENERAL FUND FUNDING SOURCES							
Population per State for formulas - 2,979 - an increase of 80 persons from last year							
ACCT	ACCOUNT DESCRIPTION	FYE 9/2019	FYE 9/2020	BUDGET 20/21	FYTD 08/19/2021	Proposed FY 21/22	Notes
31	TAXES						
311.1000	Ad Valorem Taxes 2.4899	513,065	574,725	632,515	639,178	725,988	Total Taxable Value of \$ (96% of expected returns)
312.4000	Local Option Gas Tax	109,443	105,988	94,048	114,614	122,729	Est. from County
314.1000	Utility Tax - Electricity	300,042	300,959	291,964	308,000	310,296	based on prior receipts
314.4000	Utility Tax - Gas	13,718	10,710	12,000	13,454	13,265	based on prior receipts
315.1000	Communications Services Tax	99,055	103,996	97,515	104,613	104,613	State Estimate
316.1000	Business Tax Receipts - Malabar	18,633	20,963	20,500	18,503	20,000	Local Business
	TOTAL TAXES	1,053,956	1,117,341	1,148,542	1,198,362	1,296,891	
32	PERMITS, FEES, & SPECIAL ASSESS						
322.1000	Building Permits	142,824	212,464	175,000	171,002	171,220	This Funds Dept 524,
323.1000	Electric - Franchise	212,019	203,972	200,000	201,421	210,000	30 yr contract
323.4000	Water - Franchise Fee	6,827	7,193	6,000	6,950	6,818	Contract ends 9/2022
323.7000	Solid Waste Franchise	34,615	34,227	36,000	37,611	37,000	10% of Revenue Collection
329.1000	OPSA - Land Use Related	7,015	7,354	5,000	42,763	7,000	Land Uses Incl.
	TOTAL PERMITS, FEES, & SPECIAL ASSESS	403,300	465,210	422,000	459,747	432,038	
33	INTERGOVERNMENTAL REVENUE						
331.6200	FEMA Reimbursement	27,779	2,381	3,762	0	0	
331.6300	ARP	0	0	0	0	797,610	NEU Confirmed 1st Allocation 8/16
335.1200	State Revenue Sharing	84,734	77,939	70,337	90,098	90,757	Est. from State
335.1400	State Mobile Home Tax	2,021	1,975	2,295	3,122	2,951	Based on past receipts
335.1500	Alcoholic Beverage Licenses	1,776	1,468	1,700	1,575	1,700	Based on past receipts
335.1800	Local Gov't Half Cent Sales Tax	189,826	168,277	151,122	192,513	184,355	Est. from State
335.4900	Other General Government - Traffic Signal Maintenance	7,276	7,466	7,653	7,653	8,036	Annual (July) Reimbursement from FDOT
338.2000	Business Tax Receipts Brevard Ct	734	1,098	1,100	1,284	1,100	From Brevard Cty BTR receipts
	TOTAL INTERGOVERNMENTAL REVENUE	314,146	260,604	237,969	296,245	1,086,509	
34	CHARGES FOR SERVICES						
349.2000	Cell Tower Lease	31,390	28,980	28,980	21,465	28,980	\$2415 x 12
349.5000	Special Event Revenue	970	3,214	4,000	1,602	1,000	
349.7000	Fire Dept Training Fees - others	0	0	0	0	0	training of external agencies
349.7010	Background Check	360	0	0	155	600	
349.8000	Paving Assesment	32,392	12,239	17,555	14,238	26,442	Smith \$8887/Hunter \$17356

2021-2022 Budget

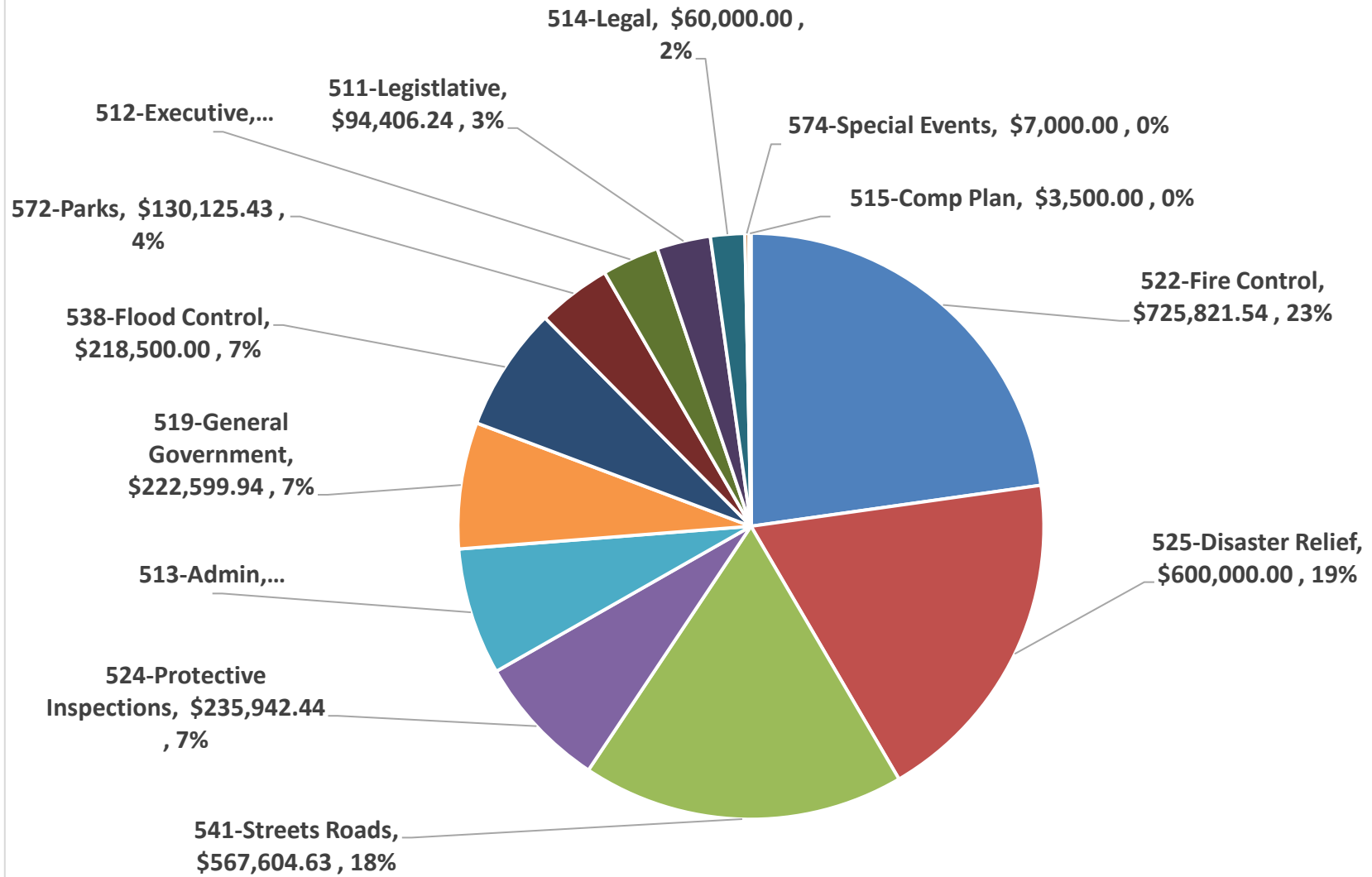
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GENERAL FUND FUNDING SOURCES							
Population per State for formulas - 2,979 - an increase of 80 persons from last year							
ACCT	ACCOUNT DESCRIPTION	FYE 9/2019	FYE 9/2020	BUDGET 20/21	FYTD 08/19/2021	Proposed FY 21/22	Notes
349.8010	Golf Cart Registration Fee	350	525	350	200	200	1-time \$50 cost
349.9000	Lien Searches	3,660	5,650	3,000	6,550	7,500	based on prior receipts
TOTAL CHARGES FOR SERVICES		69,122	50,608	53,885	44,210	64,722	
35	FINES & FORFEITURES						
351.5000	Fines & Forfeitures	80	175	150	360	400	
TOTAL FINES & FORFEITURES		80	175	150	360	400	
36	MISCELLANEOUS REVENUES						
361.1000	Interest	28,525	16,831	20,000	4,456	3,000	
363.1000	SW Assessment	100,741	95,702	128,953	122,324	128,780	based on \$64/ERU
363.2300	TIFT Received	13,479	12,000	0	0	0	Pass Thru - Non-revenue County 389.9020
365.1000	Sale of Surplus Materials	15,404	4,500	10,000	185,630	5,000	Surplus Trucks
366.1000	Donations FD	13,290	110	5,000	1,450	1,500	
369.3000	Insurance Refund	4,113	3,175	3,500	1,493	1,500	
369.9000	Miscellaneous Revenues	2,701	1,671	600	261	300	
TOTAL MISCELLANEOUS REVENUE		178,253	133,989	168,053	315,614	140,080	
38	OTHER SOURCES						
389.2000	General Grant Revenue	33,195	0	0	0	0	future grant applications
389.3000	VFA State Grant	9,174	2,910	20,000	0	0	FD 50/50 match from VFA
389.5000	DEP Revolving Loan	0	41,995	105,123	120,276	16,000	Recalc 8/19 Remaining SAI/SWU
389.9020	Use of TIFT Funding	0	0	0	0	147,833	Trans Impact Fee Bal/ 6/30/21 \$309,262
TOTAL OTHER SOURCES		42,369	44,905	125,123	120,276	163,833	
38 Cont.	USE OF RESERVED FUNDING						
389.9000	Parks Rec Funds	0	45,160	0	45,160	0	\$144,873 in Fund Reserve FY22
389.9520	Use of BD Restricted Funding	0	32,277	14,526	14,526	64,722	FY21 \$121,220 Fund Balance, FY22 \$56,498
389.9530	Use of General Fund Reserve	0	0	180,385	0	0	\$1,403,578.90
389.9540	Use of SW Reserved Funding	148,533	0	0	0	89,720	FY21 \$276,246 Fund Balance, FY22 \$186,526
TOTAL OTHER SOURCES		148,533	77,437	194,911	59,686	154,442	
TOTAL FUNDING		2,209,839	2,150,269	2,350,633	2,494,500	3,338,915	
*FY21 - Year End Revenues Exceeded Budgeted Revenues Totalling: 143,867				*FY22 - Increased Revenues Total 844,415			

General Fund Expense Allocation



Total Department Budgeted Expenses



511 - LEGISLATIVE							
ACCT NO.	ACCOUNT DESCRIPTION	FYE 9/2019	FYE 9/2020	BUDGET FY 20/21	FYTD 08/04/2021	Proposed FY21/22	Notes FY 20/21
	Personnel Services						
511.1100	Special Projects Manager	0	0	0	0	50,000	1/2 of New Position in GF- 1/2 525 DR
511.2100	FICA Taxes	0	0	0	0	3,825	1/2 of New Position in GF- 1/2 525 DR
511.2200	Retirement Contribution - FRS	0	0	0	0	5,410	1/2 of New Position in GF- 1/2 525 DR
511.2300	Employee Benefits	0	0	0	0	13,072	1/2 of New Position in GF- 1/2 525 DR
511.2400	Workers Compensation	0	0	0	0	0	Consolidated to GF 519
	Total Personnel Services	0	0	0	0	72,307	
	Operating Expenses						
511.3400	Contractual Services -	11,283	10,000	15,000	16,776	14,600	Code, FLC, SCLC,
511.4000	Travel & Per Diem - Mayor	1,315	1,500	1,500	1,045	1,500	League of Mayors, Civ-Mil, SCLC
511.4010	Travel & Per Diem - Council	3,162	2,500	2,500	2,763	3,500	FLC Conf, IEMO, SCLC, Ethics
511.4100	Printing, Postage, PR	5,169	5,000	2,000	263	1,000	PR, Postage
511.5200	Operating Supplies	1,372	5,000	3,000	0	1,499	
	Total Operating Expenses	22,301	24,000	24,000	20,847	22,099	
	Capital Outlay						
511.6400	Machinery & Equipment	0	0	0	0	0	
	Total Capital Outlay	0	0	0	0	0	
	TOTAL LEGISLATIVE	22,301	24,000	24,000	20,847	94,406	

512 - EXECUTIVE							
ACCT NO.	ACCOUNT DESCRIPTION	FYE 9/2019	FYE 9/2020	BUDGET FY 20/21	FYTD 08/04/2021	Proposed FY 21/22	Notes
	Personnel Services						
512.1100	Town Manager	45,481	65,000	13,000	11,950	53,002	9.5 months
512.1100	ITM	7,827	0	65,000	51,312	-	Position Removed FY22
512.1600	Retiree Pay	16,670	0	0	0	-	
512.2100	FICA Taxes	5,279	4,208	5967	4,616	4,055	
512.2200	Retirement Contribution - FRS	11,648	16,517	21286	17,858	19,442	Contributions due for TM full salary
	Retirement True Up - FRS	0	0	0	0	15,174	TM Leave True Up 10097.30/2020 & 5076.75/2021
512.2300	Employee Benefits	5,480	7,975	8852	7,150	6,601	Health, Dental, Town Paid
512.2400	Workers Compensation	308	480	480	505	-	Consolidated to GF 519
	Total Personnel Services	92,693	94,180	114,585	93,391	98,273	
	Operating Expenses						
512.4000	Travel, Train & Per Diem	3,274	4,867	5,000	3,775	2,500	Continuing education/car allowance
512.5200	Operating Supplies	0	0	2,500	196	0	Moved to 519 GF
	Total Operating Expenses	3,274	4,867	7,500	3,971	2,500	
	Capital Outlay						
512.6400	Machinery & Equipment	0	0	0	0	0	
	Total Capital Outlay	0	0	0	0	0	
	TOTAL EXECUTIVE	95,967	99,047	122,085	97,362	100,773	

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513 - FINANCE & ADMINISTRATION							
ACCT	ACCOUNT DESCRIPTION	FYE	FYE	BUDGET	FYTD	Proposed	Notes
NO.		9/2019	9/2020	FY 20/21	08/04/2021	FY 21/22	
	Personnel Services						
513.1100	Clerk/Treasurer	59,763	63,420	65,000	56,197	66,950	
513.1200	Deputy Clerk/Treasurer	13,323	33,438	36,036	29,700	37,117	
513.1300	Reception/Clerical Asst to Clerk	17,000	15,625	17,160	14,122	23,566	Increased from PT to FTE
513.1400	Overtime	350	789	2,000	386	1,000	Board Duties for T&G and Parks
513.2100	FICA Taxes	6,557	8,523	9,073	6,822	9,764	
513.2200	Retirement Contribution - FRS	18,220	19,407	22,978	15,968	25,988	
513.2300	Employee Benefits	21,354	21,031	20,690	14,717	25,013	Health, Dental, Town Paid
513.2400	Workers Compensation	1,230	1,440	1,440	1,486	0	Consolidated to GF 519
	Total Personnel Services	137,797	163,673	174,377	139,398	189,398	
	Operating Expense						
513.3100	Election Expenses	159	0	2,000	0	350	Districts 4 & 5
513.3210	Auditing	19,000	19,500	21,000	20,000	21,500	Annual Contract
513.4000	Travel & Per Diem	1,787	4,037	5,000	2,901	5,000	Continuing education/training-Portion GF 519
513.4900	Charges & Obligations	7,999	4,041	5,000	5,806	5,000	Legal ads, Qbooks Bank Processing
513.5200	Operating Supplies	1,031	3,015	1,500	684	1,500	Consolidated to GF 519
	Total Operating Expenses	29,976	30,593	34,500	29,391	33,350	
	Capital Outlay						
513.6400	Machinery & Equipment	1,106	0	0	0	0	
	Total Capital Outlay	1,106	0	0	0	0	
	TOTAL FINANCE & ADMIN.	168,879	194,266	208,877	168,789	222,748	

514 - LEGAL

514 - LEGAL							
ACCT	ACCOUNT DESCRIPTION	FYE	FYE	BUDGET	FYTD	Proposed	Notes
NO.		9/2019	9/2020	FY 20/21	08/04/2021	FY 21/22	
	Operating Expenses						
514.3100	Professional Services	29,659	27,555	30,000	23,780	60,000	Increased for Employee Manual Update, and or ongoing litigation
	TOTAL LEGAL	29,659	27,555	30,000	23,780	60,000	

515 - COMPREHENSIVE PLANNING							
ACCT	ACCOUNT DESCRIPTION	FYE	FYE	BUDGET	FYTD	Proposed	Notes
NO.		9/2019	9/2020	FY 20/21	08/04/2021	FY 21/22	
	Operating Expenses						
515.3100	Professional Services	14,580	3,475	5,000	892	3,500	Reduced Comp Plan updates, LDC updates
	TOTAL COMP PLANNING	14,580	3,475	5,000	892	3,500	

519 - GENERAL GOVERNMENT							
ACCT NO.	ACCOUNT DESCRIPTION	FYE 9/2019	FYE 9/2020	BUDGET FY 20/21	FYTD 08/04/2021	Proposed FY 21/22	Notes FY 21/22
	Personnel Services						
519.2300	Employee Benefits	0	0	0	0	162,897	Health, Dental, Town Paid - General Fund
519.2330	OEB Liabilities	0	0	0	0	21,200	\$106K Term/Conversion Payouts 20% Funded from 0%
519.2400	Worker's Compensation	0	0	0	0	40,835	\$45K total, All GF in 519, Bldg FTE % in 524
519.2410	AD&D FFCD Premium	0	0	0	0	933	Consolidated from GF Depts as GF
	Total Personnel Services	0	0	0	0	62,968	
	Operating Expenses						
519.3400	Contractual Serv: Pest Control	1,678	1,276	1,400	988	2,200	Consolidated from GF Depts as GF
519.3420	Contractual Serv: IT /Web	10,444	11,056	10,000	11,359	15,000	O365 \$3876, IT Sppt \$5040, Iworq, Soniclear\$500,
519.3460	Contractual Serv: Cleaning	2,960	2,180	2,500	1,560	4,620	Consolidated from GF Depts as GF
519.4000	Travel,Train & Per Diem	0	0	0	0	7,080	GF Conference, Training, Travel, Per Diem
519.4100	Comm & Freight - Tele/ISP	6,647	3,020	5,500	3,777	12,650	GF Internet, PhoneSystem, Cell phones
519.4300	Utilities - Electric	4,215	2,770	2,300	1,942	10,150	Consolidated from GF Depts as GF
519.4400	Rentals & Leases	4,464	4,472	4,000	3,582	12,700	GF, Dex MFP,H2o,CIT
519.4500	Insurance - Property Liability	51,858	35,694	32,314	35,330	50,000	GF property, liability & auto ins, exec travel, ADD
519.4600	Repair & Maintenance	8,331	18,040	5,000	4,086	10,000	Consolidated from GF Depts as GF
519.4900	Other Current Chrgs & Oblig	1,539	2,605	2,000	3,704	5,000	Cty landfill, invest/bank fees,recording fees,FRS fees
519.4920	Contingency	0	200	1,000	0	5,973	
519.5200	Operating Supplies	5,065	4,524	6,000	4,350	10,000	Non specific GF Town Hall
	Total Operating Expenses	97,201	85,837	72,014	70,678	145,373	
	TOTAL GEN GOVERNMENT	97,201	85,837	72,014	70,678	208,341	

522 - FIRE CONTROL							
ACCT NO.	ACCOUNT DESCRIPTION	FYE 9/2019	FYE 9/2020	BUDGET FY 20/21	FYTD 08/04/2021	Proposed FY 21/22	Staff Notes
	Personnel Services						
522.1100	Executive - Fire Chief	40,673	39,884	47,000	33,903	48,410	
522.1200	Reg Salaries - Lt - 4 each	141,228	232,825	118,702	195,630	130,572	FTE Lt (14.78 x 2208) = 32643.07 x 4
522.1200	Reg Salary - Admin Asst	-	-	14,976		15,452	1300 hrs @ 11.54
522.1200	FTE FF- Driver/Eng 4 each	73,163	-	91,853		101,957	FTE (11.54 x2208) = 25,489X4
522.1300	Holiday	5,769	8,688	8,000	8,025	8,000	
522.1400	Overtime	3,436	10,278	7,000	2,823	5,000	
522.1500	Pay Per Call vol FF	14,171	12,477	15,000	5,885	7,500	PPC FD volunteers - Reduced Historical
522.2100	FICA taxes	19,209	22,542	20,850	15,815	23,248	
522.2200	FRS	69,141	67,852	72,197	51,295	74,407	
522.2300	Employee Benefits	59,900	73,760	83,031	43,487	77,080	Health, Dental, Town Paid
522.2400	Workers Compensation	7,500	10,579	11,000	10,100	0	Consolidated to GF 519
	Total Personnel Services	434,190	478,885	489,609	366,963	491,626	
	Operating Expenses						
522.3100	HFAdvent CentraCare	1,212	1,345	5,000	335	5,000	Annual Physicals - HF \$550/Member (9)
522.3100	Contractor Medical Director	0	0	0	0	7,500	Dudley - FY21 Training 3440
522.3420	IT, Cloud, Related	2,445	6,267	7,500	3,424	1,150	Fire Programs Only
522.3440	Training for MVFD members	1,249	2,854	2,500	10,320	2,500	MVFD personnel, taregt solutions - Moved Med Director \$ 3100
522.3470	ILA for 800 Mhz Sys	4,832	6,239	6,500	12,623	6,250	ILA MFD portion for Cty Backbone Per Radio Charge
522.3490	ILA 911 County Dispatch	9,500	9,500	9,500	9,500	9,500	ILA annual payment w/ County
522.4000	Travel & Per Diem	240	0	0	0	0	
522.4100	Com & Freight-Telephone	6,233	4,277	5,000	5,920	500	Consolidated to GF 519
522.4300	Utilities - Electric	9,681	8,510	7,000	6,101	0	Consolidated to GF 519
522.4400	Rentals & Leases	3,948	3,984	3,984	3,551	0	Consolidated to GF 519
522.4600	Repairs & Maintenance	26,227	35,688	30,000	23,813	25,000	bldg & vehicles Fire Specific
522.4615	Expend from Donations	3,300	7,103	5,000	145	0	see revenue 366.1000 for donations
522.4620	Repairs Maint/Radio	8,004	4,069	7,000	6,034	1,500	3470&3490 Reduced No New Addds Expected
522.4800	Promotional Activities	653	0	0	129	0	Pancake Breakfast funded by FD Inc.
522.5100	Office Supplies	1,223	1,355	1,600	0	0	Consolidated to GF 519
522.5200	Operating Supplies - Fuel	8,392	6,042	7,000	4,677	7,500	
522.5210	Operating Expenses	18,658	18,677	18,111	8,019	12,000	FD Specific - Medical
522.5400	Books, Pub, Subscrip, Membership	583	485	600	455	600	

522 - FIRE CONTROL							
ACCT NO.	ACCOUNT DESCRIPTION	FYE 9/2019	FYE 9/2020	BUDGET FY 20/21	FYTD 08/04/2021	Proposed FY 21/22	Staff Notes
	Total Operating Expenses	106,380	116,395	116,295	95,046	79,000	
	Capital Outlay						
522.6300	Lease Purchase Eng 99	49,696	49,696	49,696	49,696	49,696	10yr term
522.6400	Machinery & Equipment	3,824	0	17,000	0	100,000	lifepak (ARPA?) & replacement SUV
522.8300	Grants	52,585	10,924	15,000	0		2 cycles 50% reimbursed VFA grant
	Total Capital Outlay	106,105	60,620	81,696	49,696	149,696	
	TOTAL FIRE CONTROL	646,675	655,900	687,600	511,705	720,322	

524 - PROTECTIVE INSPECTIONS							
ACCT	ACCOUNT DESCRIPTION	FYE	FYE	BUDGET	FYTD	Proposed	Notes
NO.		9/2019	9/2020	FY 20/21	08/04/2021	FY 21/22	
	Personnel Services						
524.1100	Executive - Building Official - P/T	17,391	17,924	17,280	11,248	17,280	.26 FTE
524.1110	Executive - ITM	-	-	12,000	10,313	0	Deleted Position FY22
524.1200	Building Department Manager	36,489	41,328	42,000	37,026	43,260	
524.1210	Permitting Clerk	0	0	24,960	6,529	25,709	.63 FTE
524.1400	Overtime	2,902	3,414	4,000	401	2,000	P&Z Board Duties
524.2100	FICA Taxes	4,464	4,941	6,444	3,841	5,276	
524.2200	Retirement Contribution - FRS	3,709	3,853	6,696	3,742	7,462	
524.2300	Employee Benefits	8,072	7,461	18,225	5,339	16,675	
524.2400	Workers' Compensation	1,365	1,440	2,880	2,416	5,155	
	Total Personnel Services	74,392	80,361	134,485	80,855	122,817	
	Operating Expenses						
524.3100	Professional Services - Engineer	9,840	11,940	12,000	12,413	12,000	Pass thru - Revenue Offset Fee Resolution
524.3110	Professional Services - Planner	3,127	7,833	9,000	1,267	2,000	Revenue Offset Fee Resolution
524.3120	Professional Services - Legal	0	4,425	5,000	3,980	5,000	Revenue Offset Fee Resolution
524.3130	Part Time Assistant	3,948	2,229	10,123	3,263	0	Deleted Permittign Clerk Funded 1210
524.3400	Contractual Serv: Pest Control	0	391	420	329	420	
524.3420	I.T. Services	2,370	5,448	5,000	7,784	7,943	iWorq \$3500, IT\$1500,Town Cloud \$500,O365 \$552
524.3440	Contractual Serv - BO, Reviewer, Insp	8,055	3,073	4,000	2,650	60,000	BOfficial, Inspector, Plan Reviewer
524.3460	Contractual Serv -Cleaning	80	960	840	740	860	
524.4000	Travel & Per Diem	35	900	1,000	0	500	
524.4100	Communication/ISP	1,772	1,580	3,000	2,160	3,000	
524.4300	Electric	599	1,122	1,200	884	1,200	
524.4400	Rental and Leases	2,861	4,245	4,000	3,421	4,000	Copier, Record Storage
524.4500	Insurance/Prop Liab	0	1,533	6,854	6,854	6,854	
524.4900	Other Current Charges & Obligations	4,657	3,961	3,000	8,633	7,148	ltransact CC Fees from 3420 \$2148
524.5200	Operating Expenses	1,359	22,276	1,604	748	2,200	
	Total Operating Expenses	38,703	71,916	67,041	55,126	113,125	
	Capital Outlay						
524.6400	Machinery & Equipment	1,106	0	0	177	0	
	Total Capital Outlay	1,106	0	0	177	0	
	Total Protective Services	114,201	152,277	201,526	136,158	235,942	

525 - Disaster Relief							
ACCT	ACCOUNT DESCRIPTION	FYE	FYE	BUDGET	FYTD	Proposed	Notes
NO.		9/2019	9/2020	FY 20/21	08/04/2021	FY 21/22	
	Personnel Services						
525.1100	Special Projects Manager	0	0	0	0	50000	1/2 of New Position ARP -1/2 511 GF
525.2100	FICA Taxes	0	0	0	0	3825	1/2 of New Position ARP -1/2 511 GF
525.2200	Retirement Contribution - FRS	0	0	0	0	5410	1/2 of New Position ARP -1/2 511 GF
525.2300	Employee Benefits	0	0	0	0	13072	1/2 of New Position ARP -1/2 511 GF
525.2400	Workers Compensation	0	0	0	0	0	Consolidated to GF 519
	Total Personnel Services	0	0	0	0	72,307	
	Operating Expenses						
525.1000	Hurricane Expenses	24,371	0	0	0	0	Emergency expenditures made due to natural disaster recovery
525.3010	COVID-19 Expenses	0	220	0	1,101	0	
525.3020	ARPA - American Relief Plan	0	0	0	0	725,303	ARPA
	TOTAL DISASTER RELIEF	24,371	220	0	1,101	797,610	Confirmed 8/16 1st Allocation

538 - Flood Control / Storm Water Management							
ACCT	ACCOUNT DESCRIPTION	FYE	FYE	BUDGET	FYTD	Proposed	Notes
NO.		9/2019	9/2020	FY 20/21	08/04/2021	FY 21/22	
	Operating Expenses						
538.3100	Cont Serv - Engineering	11,940	1,400	5,000	348	5,000	SAI Design
538.3110	Cont Serv - VacTruck Services	0	0	0	0	50,000	Fy22RFP - Pipe Cleanout Mtnce
538.3400	Administrative Fees/Costs	7,016	9,880	18,052	14,843	18,000	County Admin
538.4900	SW Projects related costs	78,043	16,369	105,901	32,494	50,000	Increase SW maintenance projects
	Total Operating Expenses	96,999	27,649	128,953	47,685	123,000	
	Capital Outlay						
538.6300	Infrastructure - Stormwater	0	41,995	105,123	132,624	50,000	SAI Eng/Design Projects
538.6400	Equipment	0	0	0	0	45,500	70% Mini-Excavator-30% 541
	Total Capital Outlay	12,683	41,995	105,123	132,624	95,500	
	TOTAL FLOOD CONTROL	109,682	69,644	234,076	180,309	218,500	

541 - STREETS & ROADS							
ACCT NO.	ACCOUNT DESCRIPTION	FYE 9/2019	FYE 9/2020	BUDGET FY 20/21	FYTD 08/04/2021	Proposed FY 21/22	Notes
	Personnel Services						
541.1100	Public Works Director	46,629	49,879	50,470	43,614	51,984	
541.1200	Regular Salaries & Wages	87,935	89,096	109,200	73,041	113,526	3 H.E.O.
541.1400	Overtime	334	169	1,000	66	500	
541.2100	FICA Taxes	9,825	10,583	12,215	7,765	12,662	
541.2200	Retirement Contribution - FRS	12,282	12,227	15,967	9,597	17,908	
541.2300	Employee Benefits	30,801	31,489	46,789	22,626	33,350	Health, Dental, Town Paid
541.2400	Workers' Compensation	5,521	10,000	10,000	10,048	0	Consolidated to GF 519
	Total Personnel Services	193,327	203,443	245,641	166,757	229,930	
	Operating Expenses						
541.4000	Travel & Per Diem	0	876	1,000	0	500	
541.4300	Electric St. Lights & Signals	12,090	12,467	11,000	12,538	11,000	Partially offset from FDOT 335.4900
541.4600	Repair & Main -vehicles	40,084	49,106	45,000	25,701	35,000	Reduced - New Vehicle FY21, Roll FD FY22
541.4610	Repair & Main - roads	39,864	54,353	50,000	19,932	50,000	
541.4650	Repair/Main - RR Crossing	3,600	3,600	3,600	3,600	3,600	for Jordan RR xing per FEC
541.4900	Other Charges & Obligations	4,119	5,287	2,000	451	1,000	Reduced Trend
541.5200	Operating Supplies - Fuel	18,168	11,681	12,000	8,873	12,000	
541.5210	Operating Supplies	6,143	6,331	6,000	6,232	7,000	
	Total Operating Expenses	124,068	143,701	130,600	77,327	120,100	
	Capital Outlay						
541.6300	Trans Impact Fee \$ - TIFT Projects	0	0	0	12,000	0	Hunter
541.6400	Machinery and Equipment	37,074	47,008	37,075	37,075	37,075	Gradall Payment
541.6410	Equipment Replacement	7,092	0	200,000	58,919	19,500	30% Mini-Ex - 70% 538 SWU
541.6420	C.I.P. Road Paving	83,411	17,706	66,330	66,330	160,000	Road Paving/Resurfacing
	Total Capital Outlay	127,577	64,714	303,405	174,324	216,575	
	TOTAL STREETS & ROADS	444,972	411,858	679,646	418,408	566,605	

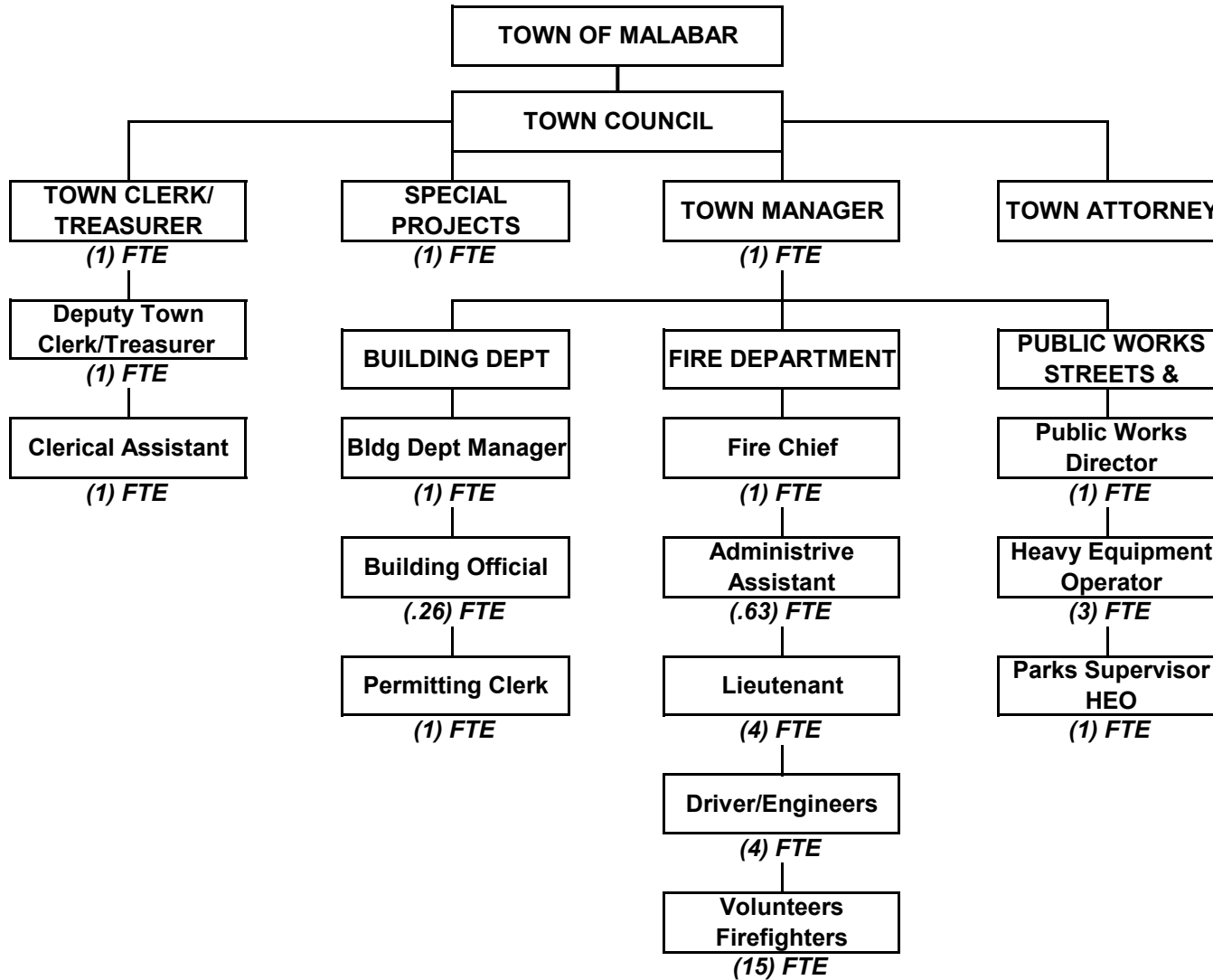
572 - PARKS AND RECREATION							
ACCT	ACCOUNT DESCRIPTION	FYE	FYE	BUDGET	FYTD	Proposed	Notes
NO.		9/2019	9/2020	FY 20/21	08/04/2021	FY 21/22	
	Personnel Services						
572.1200	Parks Supervisor	33,891	36,005	37,440	32,321	38,563	FTE-Park Supervisor
572.1210	Temp Worker	0	0	3,700	0	0	Summer Mowing Assistance-Trend
572.1400	Overtime	105	0	300	27	300	
572.2100	FICA Taxes	2,601	2,723	2,864	2,114	2,950	
572.2200	Retirement Contribution - FRS	3,193	3,147	3,744	2,810	4,173	
572.2300	Health & Dental Insurance	7,781	7,210	8,809	5,222	7,782	Health, Dental, Town Paid
572.2400	Workers Compensation	668	480	480	449	0	Consolidated to GF 519
	Total Personnel Expenses	48239	49565	57337	42943	53,767	
	Operating Expenses						
572.3400	Cont Serv - Pest Control	1,200	480	1,200	381	0	Consolidated to GF 519
572.3460	Cont Serv - Pk Restroom Cleaning	3,080	2,900	3,120	2,460	0	Consolidated to GF 519
572.4300	Utilities - Electric	576	500	700	449	0	Consolidated to GF 519
572.4400	Rentals and Leases-Port-a-lets	1,200	1,071	1,300	1,013	1,300	
572.4600	Repairs and Maintenance	14,212	10,349	15,000	11,446	18,500	ARPA?- Bathrooms Remodel
572.4900	Other Current Charges & Obligations	300	458	1,100	466	600	Trail Head Lease (\$300), GF 519
572.4930	Greenways & Trails Develop	3,046	930	10,000	466	10,000	Eagles NestTH
	Total Operating Expenses	23,614	16,688	32,420	16,681	30,400	
	Capital Outlay						
572.6400	Machinery & Equipment	0	0	2,052	48,126	20,000	24K ToroX2-Trade Value
572.6410	Infrastructure	0	0	0	48,162	0	
	Total Capital Outlay	0	0	2,052	96,288	20,000	
	TOTAL PARK AND RECREATION	71,853	66,253	91,809	155,912	104,167	

574 - SPECIAL EVENTS							
ACCT	ACCOUNT DESCRIPTION	FYE	FYE	BUDGET	FYTD	Proposed	Notes
NO.		9/2019	9/2020	20/21	8/4/2021	FY 21/22	
	Operating Expenses						
574.4800	Expenditures	278	4,527	6,000	1,395	6,000	Fall Fest, Tree Lighting
	Total Operating Expenses	278	4,527	6,000	1,395	6,000	

CAPITAL IMPROVEMENT PLAN								
ACCT	ACCOUNT DESCRIPTION	Proposed	Year 2	Year 3	Year 4	Year5	Future	Notes
NO.		FY 21/22	FY22/23	FY23/24	FY24/25	FY25/26		
	Capital Projects							
522.6300	Lease Purchase Eng 99	49,696	49,696	49,696	49,696	49,696	49,696	Matures FY26/27
541.6400	Gradall	37,075	37,075	37,075	37,075	37,075	37,075	Matures FY26/27
522.6400	LifePak	70,000	0	0	0	0	70,000	1 time CIP, Plus Annual Mtnce
522.6400	Replacement FD	30,000	0	0	0	0	30,000	1 time CIP, Plus Annual Mtnce
525.3020	ARPA Relief	797,610	702,390	0	0	0	0	ARPA Agmt. Signed, 1st Year Allocation 30 Days
538.6400	Mini-Excavator	45,500	0	0	0	0	7,000	1 time CIP, Plus Annual Mtnce
541.6400	Mini-Excavator	19,500	0	0	0	0	0	1 time CIP, Plus Annual Mtnce
541.6400	Road Paving Maintenance	160,000	160,000	200,000	250,000	300,000	0	Road Category & Priority Report due12/31/2021
541.6400	Road Improvement Paving Program	0	100,000	100,000	150,000	150,000	150,000	Road Category & Priority Report due12/31/2021
572.6400	Toro Mower Replacement	24,000		0	0	0	24,000	1 time CIP, Plus Annual Mtnce
538.6300	SW Projects	50,000	75,000	150,000	175,000	225,000	300,000	SWU, ARPA & DEP Grants
	Ditch North side Hall, Flashy Lane to Till	0	0	0	0	0	0	10,000
	Ditch North side Hall, Weber to Flashy	0	0	0	0	0	0	60,000
	Ditch North side Hall, Duncil to Weber	0	0	0	0	0	0	25,000
	Ditch North side Atz, Candy to Corey	0	0	0	0	0	0	60,000
	Atz Southside Ditch, Smith to Jordan/Tw	0	0	0	0	0	0	85,000
	Cason Lane, West side to Atz	0	0	0	0	0	0	2,500
	Sandy Creek to SR-514 east side	0	0	0	0	0	0	17,000
522.6400	FD Flashing ER Signal	0	0	75,000	75,000	0	0	FDOT Permitted, Town Expense
522.6400	Scott Air Pacsk 5/year	0	0	0	45,000	0	45,000	FY18, 9K each - Qty 15 -135K
522.6400	Combo Tender/Tanker Vehicle	0	0	0	450,000	0	0	Addition, Replace B/U and Tanker
522.6400	Artesian Hydrant	0	0	0	0	0	0	70K Each
572.6400	Community Center	0	100,000	100,000	100,000	100,000	100,000	EE \$500K
519.6400	Shared Town Hall w/EEL	0	250,000	250,000	250,000	250,000	250,000	EE 1.5mil
572.6400	Baseball Field Dugout & Concession	0	15,000	10,000	0	0	0	FPRA / MLB Grant - Match
	Total CIP Expenses	1,283,381	1,489,161	971,771	1,581,771	1,111,771	1,062,771	

FISCAL YEAR 2021-2022

ORGANIZATIONAL CHART
(36.05) FTE



TOWN OF MALABAR AGENDA ITEM REPORT

AGENDA ITEM NO: 10.d.
Meeting Date: September 14, 2021

Prepared By: Debby Franklin, Town Clerk/Treasurer

SUBJECT: 2nd Reading Amend Chapter 13 to Provide for Road Closure and Vacate Procedures (Ord 2021-15)

BACKGROUND/HISTORY:

This topic has been discussed many times over the years but recently Staff has received numerous requests to "close" a section of public right-of-way for nuisance, trespass, and illegal dumping issues. This can only occur with the authorization of the legislative body.

This ordinance provides guidelines for staff to present such requests to Council.

The vacate of rights-of-way is presently in the Land Development Code (LDC) in Article XII, Administrative Procedures. This part of the LDC provides regulations and procedures for adopting and amending the LDC, violations of the code, and information on vacating rights-of-way. All other references to streets and roads is in the front of the Code under Chapter 13.

This ordinance has been legally advertised in Florida Today on 9/2/2021.

ATTACHMENTS:

Ordinance 2021-15

ACTION OPTIONS:

Action on 2nd Reading

ORDINANCE 2021-15

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING CHAPTER 13, ADDING A NEW SECTION 13-26 PROVIDING DEFINITIONS AND PROCEDURES FOR THE TEMPORARY CLOSURE AND/OR VACATION AND ABANDONMENT OF PUBLIC RIGHTS-OF-WAY; DELETING IN FULL SECTIONS 1-12.8. AND 9. IN ARTICLE XII; PROVIDING FOR, SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to update the Code of Ordinances relating to a closure and vacate process for public rights-of-way by adopting this ordinance for placement within the Chapter related to Streets and Roads.

WHEREAS, the Town Council desires to locate these regulations within the Chapter that deals with streets and roads regulations recognizing that the current location of these regulations in Article XII is illogical.

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

SECTION 1. Chapter 13, Article II, Division 1, Section 13-26 is amended as follows:

“Sec. 13-26. Close, Vacate and Abandonment.

- A. Definitions: For purposes of this ordinance the following terms shall have the following meanings:
1. Close a public right-of-way shall mean the Town’s authority to close, fence, gate off access to a public right-of-way without vacating same.
 2. Vacate and abandon shall mean vacate, abandon, renounce, disclaim or any other term that indicates the relinquishment of the Town’s right, title, or interest in a public right-of-way.
 3. Public right-of-way shall mean public road, street, lane, thoroughfare or travelway that has been platted or dedicated for public purposes such as roads, utilities, or stormwater.
- B. The Town Council may by resolution “close” a portion of public right-of-way.
1. All requests to close any public right-of-way shall be by petition and shall state the name and address of requestor and the reason for the request.
 - a. Such requests can come from residents or Town Staff.
 - b. A Radius Package from the Brevard County Property Appraiser or Planning and Zoning Department that includes a list of all property owners within five hundred (500) feet of the proposed closure of public right-of-way under request. Such list shall include a map of the radius area, mailing addresses for all affected property owners and a list by parcel ID and owner.
 2. Before the adoption of any resolution “closing” any public right-of-way, the Town Clerk shall cause to be published in a newspaper of general circulation in the Town a notice that the Town Council shall hold a public hearing regarding said

resolution. Said notice shall be published at least fourteen (14) days prior to the date of said public hearing.

3. A courtesy copy of the notice shall be mailed to all property owners identified in subparagraph 1.b. above and to all utility companies serving south Brevard County.

4. The Requestor will present their petition at the Public Hearing meeting.

5. Any decision by the Town Council concerning a vacate and abandonment shall be a legislative decision and governed by the fairly debatable standard.

6. Notice of the adoption of the resolution vacating and abandoning any public right-of-way by the Town Council shall be published one (1) time within thirty (30) days following its adoption in a newspaper of general circulation in the Town.

7. The proof of publication of notice of the public hearing, the resolution adopted by the Town Council, and the proof of publication of the notice of adoption of the resolution all shall be recorded in the public records of Brevard County after same has been completed.

C. The Town Council may by resolution vacate and abandon any public right-of-way.

1. All requests for a vacate and abandonment of any public right-of-way shall be by petition and shall state the name and address of all persons owning property abutting said public right-of-way and shall give a description of the public right-of-way sought to be vacated and abandoned.

a. Such requests can come from residents or Town Staff.

2. Petitions for a vacate and abandonment shall be submitted to the Town Clerk's office with an explanation of why the vacate is being sought and how the road right-of-way is currently being used and what the purpose of the vacated right-of-way will be used for if vacate is granted. The petition package shall also include the following information:

a. A Radius Package from the Brevard County Property Appraiser or Planning and Zoning Department that includes a list of all property owners within five hundred (500) feet of the total length of the subject public right-of-way under request. Such list shall include a map of the radius area, mailing addresses for all affected property owners and a list by parcel ID and owner.

b. A map of the total area served or accessed by the public right-of-way and the area requested to be vacated and abandoned clearly identified.

3. The petition and all associated documents shall be distributed to the appropriate Town staff. Staff shall review the request and determine if any conflict may exist or if there may be any reason that the Town should not grant the request. Written staff comments shall be forwarded to the Town Clerk within ten (10) working days following receipt of the vacate request.

4. Before the adoption of any resolution vacating and abandoning any public right-of-way, the Town Clerk shall cause to be published in a newspaper of general circulation in the Town a notice that the Town Council shall hold a public hearing regarding said resolution. Said notice shall be published at least fourteen (14) days prior to the date of said public hearing.

5. A courtesy copy of the notice shall be mailed to all property owners identified in subparagraph 2.a. above and to all utility companies serving south Brevard County.

6. The applicant will present their petition at the meeting and Town staff will present their recommendation.

7. Any decision by the Town Council concerning a vacate and abandonment shall be a legislative decision and governed by the fairly debatable standard.

8. Notice of the adoption of the resolution vacating and abandoning any public right-of-way by the Town Council shall be published one (1) time within thirty (30) days following its adoption in a newspaper of general circulation in the Town.

9. The proof of publication of notice of the public hearing, the resolution adopted by the Town Council, and the proof of publication of the notice of adoption of the resolution all shall be recorded in the public records of Brevard County after same has been completed.

D. The Town Council shall establish by resolution the appropriate schedule of fees, charges and expenses and a collection procedure.”

SECTION 2. Deletion. Section 1-12.8 in Article XII shall be deleted in full:

~~A. *Definitions:* For purposes of this Section the following terms shall have the following meanings:~~

~~1. *Vacate and abandon* shall mean vacate, abandon, close, renounce, disclaim or any other term that indicates the relinquishment of the Town's right, title, or interest in a public right-of-way.~~

~~2. *Public right-of-way* shall mean public road, street, highway, easement, way, thoroughfare.~~

~~B. The Town Council may by resolution vacate and abandon any public right-of-way.~~

~~C. All requests for a vacate and abandonment of any public right-of-way shall be by petition and shall state the name and address of all persons owning property abutting said public right-of-way and shall give a description of the public right-of-way sought to be vacated and abandoned.~~

~~D. Petitions for a vacate and abandonment shall be submitted to the Town at least twenty-one (21) days prior to a regularly scheduled Planning and Zoning Board~~

meeting. Meetings are the second Wednesday of each month. The following information shall be submitted with the petition:

1. List of all property owners within five hundred (500) feet of the total length of the subject public right-of-way. Such list shall be prepared by a county office with access to public records, i.e., property appraiser.

2. A map of the total area of the public right-of-way and property owners with the area requested to be vacated and abandoned identified.

E. The petition and all associated documents shall be forwarded to the Building Official for distribution to the appropriate Town staff. Staff shall review the request and determine if any conflict may exist or if there may be any reason that the Town should not grant the request. Written staff comments shall be forwarded to the Building Official within ten (10) working days following receipt of the vacate request.

F. The Building Official shall present the vacate and abandon request and staff comments to the next regularly scheduled Planning and Zoning Board meeting for consideration and recommendation to the Town Council.

G. The request and Planning and Zoning Board recommendation shall be forwarded to the Town Council for authorization to proceed.

H. Before the adoption of any resolution vacating and abandoning any public right-of-way, the Town Clerk shall cause to be published in a newspaper of general circulation in the Town a notice that the Town Council shall hold a public hearing regarding said resolution. Said notice shall be published at least fourteen (14) days prior to the date of said public hearing.

I. A courtesy copy of the notice shall be mailed to all property owners identified in subparagraph D. above and to all utility companies serving south Brevard County.

J. Any decision by the Town Council concerning a vacate and abandonment shall be a legislative decision and governed by the fairly debatable standard.

K. Notice of the adoption of the resolution vacating and abandoning any public right-of-way by the Town Council shall be published one (1) time within thirty (30) days following its adoption in a newspaper of general circulation in the Town.

L. The proof of publication of notice of the public hearing, the resolution adopted by the Town Council, and the proof of publication of the notice of adoption of the resolution all shall be recorded in the public records of Brevard County after same has been completed.

M. The Town Council shall establish by resolution the appropriate schedule of fees, charges and expenses and a collection procedure.

(Ord. No. 01-06, § 1, 3-4-02)

Section 1-12.9. ~~Town-initiated vacate and abandonment.~~

~~A. Nothing in this Section shall be construed to limit, abrogate, deny, or otherwise impose restrictions on the Town from vacating and abandoning any public right-of-way of the Town. Notwithstanding any provision of this Section the town shall have the absolute legislative right to vacate and abandon any public right-of-way in the Town. Any decision to vacate and abandon any public right-of-way of the Town which was initiated by the Town shall be governed by the fairly debatable standard.~~

~~B. Before the adoption of any resolution vacating and abandoning any public right-of-way, the Town Clerk shall cause to be published in a newspaper of general circulation in the Town a notice that the Town Council shall hold a public hearing regarding said resolution. Said notice shall be published at least fourteen (14) days prior to the date of said public hearing.~~

~~C. The Town may send a courtesy notice of the Town Council's intent to vacate and abandon any public right-of-way to all property owners within five hundred (500) feet along the said right-of-way to be vacated and abandoned.~~

~~D. Notice of the adoption of the resolution vacating and abandoning any public right-of-way by the Town Council shall be published one (1) time within thirty (30) days following its adoption in a newspaper of general circulation in the Town.~~

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

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

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

SECTION 6. Effective Date. This Ordinance shall take effect 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 ___ day of _____ 2021.

TOWN OF MALABAR

By: _____
 Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

(seal)

Approved for Legal Sufficiency:

 Karl Bohne, Jr, Town Attorney

First Reading: 08/16/2021 Vote ___ to ___
 Second Reading: 9/14/2021

TOWN OF MALABAR AGENDA ITEM REPORT

AGENDA ITEM NO: 10.e.
Meeting Date: September 14, 2021

Prepared By: Debby Franklin, Town Clerk/Treasurer

SUBJECT: Amend Comp Plan to Provide Property Rights Element (Ord 2021-16) Public Hearing to Transmit

BACKGROUND/HISTORY:

This was discussed at the 8/16/2021 meeting and Council directed the ordinance be routed to P&Z for their review and recommendation. They discussed this at their meeting of 8/25/2021 and support this requirement.

Prior to putting on the agenda I sent it to the Planning Staff at Florida Dept of Economic Opportunity (DEO) and asked for their review. I have modified it per their recommendations. Because it is changing the text in the Comp Plan should be identified as a "Large Scale" amendment, but we can still request expedited review that reduces the cost and approval time from more than six months to less than two months.

If approved at this reading it will be sent to the DEO for expedited review.

Upon return receipt Council will hear it at one more Public Hearing for final adoption.

ATTACHMENTS:

Ordinance 2021-16
Memo from P&Z Board

ACTION OPTIONS:

Action on Transmittal Public Hearing of Ord 2021-16.

ORDINANCE 2021-16

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; ADOPTING THE COMPREHENSIVE PLAN LARGE SCALE AMENDMENT (LSA) NO. 2021-02; ADDING A PROPERTY RIGHTS ELEMENT WITH THE ASSOCIATED GOAL AND POLICIES GOVERNING PROPERTY RIGHTS; REQUESTING EXPEDITED STATE REVIEW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida statutes, requires the Town of Malabar to maintain a Comprehensive Plan to guide its future development and growth; and

WHEREAS, Section 163.3177(6)(i)1., Florida statutes, requires the Town of Malabar to maintain a Comprehensive Plan to include a Property Rights Element; and

WHEREAS, The Town of Malabar respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, The Town of Malabar respects the rights of all people to participate in land use planning processes; and

WHEREAS, this ordinance will amend the Town of Malabar's Comprehensive Plan by adding a Property Rights Element.

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

SECTION 1. The Comprehensive Plan of the Town is hereby amended by adding a Property Rights Element attached as Exhibit "A" and made a part of this ordinance as if set forth in full.

SECTION 2. It is the intention of the Malabar Town Council to adopt the amendment to the Comprehensive Plan. The Clerk of the Town is hereby directed to incorporate the approved Comprehensive Pain Amendment into the Comprehensive Plan of the Town.

SECTION 3. Town Staff is directed to send three full copies of the adopted amendment to the State Department of Economic Opportunity and request Expedited Review.

SECTION 4. All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict with this Ordinance.

SECTION 5. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

The foregoing Ordinance was moved for approval to transmit to the State DEO for Expedited Review 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 to be duly passed and adopted this ____ day of _____, 2021.

TOWN OF MALABAR

Mayor Patrick T. Reilly, Council Chair

(seal)

ATTEST

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

Council Discussion: 8/16/2021
P&Z Board Review: 8/25/2021
Transmittal Council Reading: 9/14/2021
Adoption Second Reading _____

Approved as to form and
legal sufficiency by:

Karl W. Bohne, Jr.
Town Attorney

EXHIBIT “A”

Large Scale Amendment (LSA) 2021-02ESR

August 2021

Malabar Comprehensive Plan

Element 10 – Property Rights

Goal: The Town of Malabar will make decisions with respect for private property rights with respect for people’s right to participate in decisions that affect their lives and property.

Objective 1. The Town of Malabar will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1. Property Interests. The Town of Malabar will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property including easements, leases, or mineral rights.

Policy 1.2. Property Usage. The Town of Malabar will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to State law and local ordinances.

Policy 1.3. Privacy and Exclusion. The Town of Malabar will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner’s possessions and property.

Policy 1.4. Disposition of Property. The Town of Malabar will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

TOWN OF MALABAR

MEMORANDUM

Date: August 26, 2021 21-BDM-021

To: Town Council
Lisa Morrell, Interim Town Manager
Debby Franklin, Town Clerk/Treasurer

From: PZ Board
Denine M. Sherear, Building Department Manager DS

Ref: Recommendation to Council to Adopting a Small-Scale Amendment to the Comprehensive Plan to establish "Private Property Rights" (Ordinance 2021-16)

At the Planning and Zoning Meeting of 8/25/2021 the Board discussed Adopting a Small-Scale Amendment to the Comprehensive Plan to establish "private property rights". This Agenda Item was directed by Council for a Recommendation for PZ to review and discuss.

The ITM Morrell was present to explain and answer questions presented by PZ Board.

Motion: Foster/Hofmeister PZ Recommended to Council Adopting a Small-Scale Amendment to Comprehensive Plan to establish "Private Property Rights" and add proper verbiage as written in Draft Ordinance 2021-16 Roll Call Vote

- Foster Aye
- Ritter Aye
- Hofmeister Aye
- Shortman Aye

Recommendation carried 4 to 0

TOWN OF MALABAR AGENDA ITEM REPORT

AGENDA ITEM NO: 12.a.
Meeting Date: September 14, 2021

Prepared By: Debby Franklin, Town Clerk/Treasurer

SUBJECT: First Reading: Amend Art XVI regarding new roads in SD (Ord 2021-12)

BACKGROUND/HISTORY:

This was discussed at the 8/2/2021 meeting and Council directed the ordinance be routed to P&Z for their review and recommendation. They discussed this at their meeting of 8/11/2021 and support the ordinance.

If approved for 1st reading it will be advertised for a PH at the 9/27/2021 meeting.

ATTACHMENTS:

Ordinance 2021-12
Memo from P&Z Board

ACTION OPTIONS:

Action on 1st reading of Ord 2021-12.

ORDINANCE 2021-12

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE TOWN; AMENDING ARTICLE XVI SUBDIVISIONS; AMENDING SECTION 1-16.4 PERTAINING TO ROAD DEDICATION AND REQUIRED LANGUAGE IN SUBDIVISION COMMUNITY ASSOCIATION RESTRICTIVE COVENANTS REGARDING MAINTENANCE OF ROADS, STREETS AND RIGHT OF WAYS; AMENDING SECTION 1-18.7, PERTAINING TO PROCEDURE FOR ACCEPTING ROAD DEDICATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

SECTION 1. Section 1-16.4 D.4.j. and k. are amended as follows:

"j. *Restrictions, Reservations and Restrictive Covenants.* Restrictions pertaining to the type and use of water supply; type and use of sanitary facilities; use and benefits of water areas, canals and other open spaces, odd-shaped and substandard parcels; restrictions controlling building lines; establishment and maintenance of buffer strips and walls; and restrictions of similar nature shall require the establishment of restrictive covenants and such covenants shall be noted on the plat. Documents pertaining to restrictive covenants shall be submitted with the final plat.

All plats and replats submitted to the Town on or after July 1, 2021 shall contain the following plat note:

Right to Repair Private Roadways: All roads, streets, and right of ways in the subdivision are private and are not required to be maintained, repaired or replaced by the Town. Such maintenance, repair and replacement is the responsibility of the subdivision community association. The Town of Malabar shall have the right, but not the obligation, to maintain, replace and repair any private roadways within the Property and associated rights of way, and improvements thereon. The Town may use the Special Assessment powers provided for in the Declaration to pay for such maintenance; provided, however, that the Town shall not be required to obtain any approval of the Members before instituting such Special Assessment. Any Owner who does not pay a special assessment assessed against such Owner's Lot pursuant to this subsection may have a lien placed upon their property, which lien shall be superior to any other lien prescribed by the Declaration and Chapter 720, Florida Statutes, and may be enforced as provided by law. In the event the Town does undertake the task of maintaining, replacing and/or repairing said private roadways and/or rights of way, including any improvement thereon, the Association does hereby assign to the Town any and all assessment rights to collect and retain Special Assessments instituted pursuant to this subsection as they become due and to exercise such right as provided herein until the Town receives full reimbursement, including any costs, expenses and attorney's fees incurred for any such repair, replacement and/or maintenance, including such costs, expenses and attorney's fees incurred in enforcing the Town's rights as provided herein.

The Town shall not be responsible to the Association, Owner, or any other person or entity as a consequence of the determination not to exercise or of the determination to exercise any of the rights granted to the Town or for failure of the Town to perform any rights granted to the Town herein or by virtue of applicable law. No Owner shall be discharged from any obligations provided herein without the written consent of the Town. This subsection may not be amended without the written approval of the Town Council."

A similar provision shall appear in the subdivisions Restrictions, Reservations and Restrictive Covenants.

...

k. *Private Streets and Related Facilities.* All plats and replats submitted to the Town on or after July 1, 2021 shall provide that streets, roads and right of ways and their related facilities designed to serve more than one (1) property owner shall be for dedicated to the public private use. Notwithstanding, Private streets shall be permitted within property under single ownership, a property owners' association or a condominium or cooperative association as defined by Florida Law. Where private streets are permitted, ownership and maintenance association documents shall be submitted with the final plat and the dedication contained on the plat shall clearly dedicate the roads and maintenance responsibility to the association without recourse to the Town or any other public agency. The rights-of-way and related facilities shall be identified as tracts for road purposes under specific ownership.

...

SECTION 2. Section 1-18.7.B is amended as follows:

“Section 1-18.7. - Acceptance and maintenance of required improvements.

...

B. Procedure for Accepting Dedications. The dedication of public space, parks, ~~streets, rights-of-way, easements~~ or the like on the plat shall not constitute an acceptance of the dedication by the Town. The applicant shall apply to the Town for acceptance of required improvements by the Town Council. It is the general policy of the Town not to accept any dedication of roads, streets, right of ways and travel easements and that such shall remain private and subject to private maintenance and repair. ~~The Any~~ acceptance of the a dedication shall be subject to the inspection and approval of the Town Engineer. Such acceptance shall occur only upon adoption of resolution by the Town Council which shall accept the subject dedications at such time as all improvements meet or exceed the standards set forth by this ordinance. The applicant's engineer shall furnish to the Town Engineer in writing a sealed and signed certificate stating that the required improvements have been completed in accordance with the approved plan therefor and comply with this ordinance and all other applicable codes. Should the Town accept such a road, street, or right of way dedication, the unit owners and subdivision association shall be responsible for any repair, replacement or maintenance and the provisions of Section 1-16.4 D.4.j will apply regarding the Town's obligations to repair, replace or maintain such road, street, or right of way and improvements therein.

...

SECTION 3: Repeal. All Resolutions or Ordinances in conflict herewith are repealed.

SECTION 4: Severability/Interpretation Clause.

(a) 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 or invalid for any reason whatsoever, any such invalidity, or illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this ordinance, and this ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence, or section did not exist.

SECTION 5: Codification. The provisions of this Ordinance shall be incorporated into the Town's Code of Ordinances.

SECTION 6: Effective date. 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 ____ day of _____ 2021.

TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly, Council Chair

P&Z Board: 8/11/2021
1st Reading: 9/14/2021
2nd Reading: 9/26/2021

ATTEST:

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

(seal)

Approved for Legal Sufficiency:

Karl Bohne, Jr, Town Attorney

TOWN OF MALABAR

MEMORANDUM

Date: August 4, 2021, 2021-TC/T-040
To: Denine Sherear, P&Z Board Secretary
From: Debby K. Franklin, C.M.C., Town Clerk/Treasurer
Ref: Council Action on August 2, 2021, regarding New Roads in Subdivisions

Staff brought this item to Council at the RTCM 0802 2021 meeting. There is no statutory requirement for a developer to dedicate the improved public roads associated with a new subdivision to the jurisdictional municipality. Once they are dedicated, they become the responsibility of the Town to provide maintenance. Staff has discussed changing this requirement in the Land Development Code Article XVI to remove the requirement that new improved roads associated with new development be dedicated to the Town.

The attached draft ordinance was provided by the Town Attorney. It removes the requirement for such dedication and instead reiterates the fact that the new improved roadways will remain private and the responsibility of the developer and subsequent HOA.

The ordinance also amends another section in the Land Development Code in Article XVIII stating the general policy of the Town is NOT to accept any dedication of roads, but rather for them to remain private.

Because these two changes are in the Land Development Code, the ordinance should be routed through Planning and Zoning for their review and recommendation.

Please discuss this at your next meeting and forward the Board's recommendation to me for Council.

Attachments: Draft Ordinance 2021-12, Agenda Report, and portion of RTCM 08/02/2021 minutes.

TOWN OF MALABAR

MEMORANDUM

Date: August 17, 2021 21-BDM-020

To: Town Council
Lisa Morrell, Interim Town Manager
Debby Franklin, Town Clerk/Treasurer

From: PZ Board
Denine M. Sherear, Building Department Manager DS

Ref: Suggestion to Council to Amend Articles XVI & XVIII in Land Development Code Regarding new roads in Subdivisions (Ordinance 2021-12).

At the Planning and Zoning Meeting of 8/11/2021 the Board discussed Amending Articles XVI & XVIII in Land Development Code regarding New Roads in Subdivisions (Ordinance 2021-12). This is noted in the Draft Minutes of 8/11/2021.

Ritter/ Dial made Recommendation to Amending Articles XVI & XVIII as written in Draft Ordinance 2021-12 Roll Call Vote

- Foster Aye
- Abare Aye
- Ritter Aye
- Hofmeister Aye
- Dial Aye

Recommendation carried 5 to 0

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: **12.b**

Meeting Date: September 14, 2021

Prepared By: Lisa Morrell, Interim Town Manager

SUBJECT: Amend Article XV Related to Tree Protection and Restoration (Ordinance 2021-19)

BACKGROUND/HISTORY:

Staff has compared the land clearing permits within the Land Development Code, Article XV, entitled, Tree Protection and Restoration with the Town's operations of processing permits which revealed an omission of land clearing activity of grubbing and vegetation removal and recommends the following changes for clear applicability of the review and issuance of land clearing permits and processing:

1. Textual change throughout the code from Building Official to Town Manager, or designee; Removal of Item E. entitled "*Classification of permits*" from Section 1-15.8 entitled "*Permits available; criteria for issuing permits; permit determinations; required replacements or relocations*".
2. Amending and adding the criteria text from 1-15.8 to Section 1-15.9 entitled, "*Permits, submittal requirements, Review and Determination.*" to each land clearing permit items: A. Type I permit, B. Type II permit, C. Type III permit, D. Type IV permit. These permits relate to the removal of trees and diameter breast height (dbh) unit of measure from removal and replacement.
3. Amending Item D. Type IV permit, adding (2.d.) to include the reference to Section 1-15.14 emergency tree or tree of special significance removal, whereas a Type IV permit is required for these two activities with another section of code.
4. Adding item E. Type V permits for land clearing permits for the land clearing activities related to non-removal of trees with the removal of vegetation and underbrush (less than 6' in height) with limited soil and sediment disturbance for maintenance or nuisance, firebreaks, and/or future land development activities (example, parcel survey).

These amendments clearly define the applicability of land clearing permits that were not enforced due to the types of permits established, only related to tree removal and did not address non-removal of tree, land clearing permit activity.

P&Z Recommendation: Unanimous Board Approval on September 8, 2021, with comments of grammatical changes, "basil" to "base" and "Town Manager or designee" and formatting. The Board advises a review and Sections 1-15-12-16 for future improvements, esp. Tree of Significance programming.

ATTACHMENTS:

Ordinance 2021-19
9/8/2021 P&Z Board Minutes and or Memo

FISCAL IMPACT: None

ACTION OPTIONS: Consideration and motion to approve text amendments and additions to Land Development Code, Article XV, Tree Protection and Restoration as presented or with comments.

ORDINANCE NO. 2021-19

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE TOWN; AMENDING ARTICLE XV, RELATED TO UPDATING THE PERSON OF AUTHORITY TO THE TOWN MANAGER OR DESIGNEE THROUGHOUT THE ORDINANCE; PROVIDING FOR NEW REQUIREMENTS IN SECTIONS 1-15.8, 9 AND 10 RELATED TO LAND CLEARING AND TREE REMOVAL PERMITTING PROCESS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town of Malabar is predominately a rural community wanting to safeguard the rural character of natural greenspace while providing for protection from natural and manmade disaster; and

WHEREAS, The Town Council has determined that providing regulations and permitting requirements for the land clearing and tree removal of various types of commercial and residential purposes under permitted circumstances will benefit the health, safety, and welfare of the citizens of the Town while preserving and protecting the natural greenspace rural character of Malabar.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Malabar, Brevard County, Florida, that

SECTION 1. Article XV, beginning with Section 1-15.7 and proceeding throughout the entire chapter that all references to the Building Official or Engineer shall be changed to "Town Manager or Designee".

SECTION 2. Section 1-15.8.B of Article XV of the Land Development Code of the Town is hereby amended to read as follows:

"Section 1-15.8.B.1. *Criteria for issuing a land clearing or tree removal...*

...

SECTION 3. Section 1-15.8.B. of Article XV of the Land Development Code of the Town is hereby amended by adding a new subsection "4.", which new subsection shall read as follows:

"Section 1-15.8.B."4". The Town Manager or designee shall consider accessibility to the property and may require a culvert for property access, whether temporary or permanent, prior to the issuance of any permit type in this section.

...

SECTION 4. Section 1-15.8.E. of Article XV of the Land Development Code of the Town is hereby deleted in its entirety.

~~E. *Classification of permits:* Each applicant for a permit, as set forth below, shall conform with the procedures that are applicable to that particular type of permit:~~

~~1. Type I permits shall be required for the removal of trees five (5) inches dbh and larger in conjunction with any development plan required by the Land Development Code.~~

~~2. Type II permits shall be required for the removal of trees five (5) inches dbh and larger in conjunction with issuance of any right-of-way use or any driveway connection permit pursuant of the Land Development Code.~~

~~3. Type III permits shall be required for the removal of any tree five (5) inches dbh and larger in conjunction with the application and issuance of a building permit that was not, as a part of a related development permit, reviewed for tree removal and/or replacement.~~

~~4. Type IV permits shall be required for the removal of any tree where a Type I, II, or III permit is not required and the tree is ten (10) inches dbh and larger (five (5) inches dbh and larger for non-single family).~~

SECTION 5. Section 1-15.9. of Article XV of the Land Development Code of the Town is hereby amended to read as follows:

“Section 1-15.9. Permits, submittal requirements, Review and Determination.

Each applicant for a permit, as set forth below, shall conform with the procedures that are applicable to that particular type of permit:

A. *Type I permit.*

Type I permits shall be required for the removal of trees five (5) inches dbh and larger in conjunction with any development plan required by the Land Development Code.

1. *Submittal:* Projects which require a Type I permit shall submit the following to the Town ~~Manager Administrator, or his~~ designee, concurrent with the submittal of a development plan as required by the Land Development Code:

- a. Tree location survey identifying tree(s) ten (10) inches dbh and larger and all trees two (2) inches dbh and larger.
- b. Tree plan prepared or approved by a registered landscape architect as authorized by Florida Statutes Chapter 481, as amended, or other type pf professional as approved by the Town Administrator or his designee.

2. *Review and determination process:* The review and determination process shall be concurrent with the applicable development plan process.

B. *Type II permit.*

Type II permits shall be required for the removal of trees five (5) inches dbh and larger in conjunction with issuance of any right-of-way use or any driveway connection permit pursuant of the Land Development Code.

1. *Submittal:* Projects which require a Type II permit shall submit the following to the Town ~~Manager Administrator, or his~~ designee, concurrent with the submittal of a right-of-way use or driveway connection permit application:

- a. A sketch identifying the location and general description of tree(s) five (5) inches dbh and larger. For projects larger than one single-family dwelling, a Tree Location Survey identifying tree(s) five (5) inches dbh and larger shall be submitted.

2. *Review and determination process:* The review and determination process shall be concurrent with the review process.

C. *Type III permit.*

Type III permits shall be required for the removal of any tree five (5) inches dbh and larger in conjunction with the application and issuance of a building permit that was not, as a part of a related development permit, reviewed for tree removal and/or replacement.

1. *Submittal*: Projects that require a Type III permit shall submit the following to the Town ~~Manager Administrator~~ or his designee, concurrent with the submittal of a building permit application:

a. A sketch showing location and a general description of tree(s) five (5) inches dbh and larger.

2. *Review and determination process*: The review and determination process shall be concurrent with the review of the building permit application. Reasonable effort shall be made to minimize tree removal such as design modification and requests for variances, e.g., variances in lot width or set back requirements, where the tree proposed for removal is ten (10) inches dbh and larger. After reasonable effort is made to minimize tree removal and the location of the tree prohibits the use of the site for the intended and desired purpose, a tree removal permit may be granted.

D. Type IV permit.

Type IV permits shall be required for the removal of any tree where a Type I, II, or III permit is not required and the tree is ten (10) inches dbh and larger (five (5) inches dbh and larger for non-single family).

1. *Submittal*: Tree removal requiring a Type IV permit shall submit two copies of the following to the Town ~~Manager Administrator~~, or his designee:

a. Permit application demonstrating compliance with one (1) or more of the criteria below.

b. A sketch showing location and a general description of tree(s) ten (10) inches dbh and larger (five (5) inches dbh and larger for non-single family).

c. Tree plan if applicable.

2. *Review and determination process*: The tree removal permit shall only be granted where at least one of the following criteria is met:

a. *Use*. Reasonable effort has been made to minimize tree removal such as design modification and requests for variances, e.g., variances in lot width or set back requirements, where the tree(s) proposed for removal is ten (10) inches dbh and larger, however, the location of the tree(s) prohibits the use of the site for the intended and desired purpose.

b. *Proximity to structures*. The tree or its root system is determined to be detrimental to the integrity of the structure's foundation.

c. *Thinning*. The removal of such tree is beneficial to the enhanced growth of other trees on site.

d. A type VI permit is required for the removal of any designated tree of special significance or emergency tree removal as defines in Section 1-15.14.

E. Type V permits

Type V permits shall be required for any use of a motorized and or rotary equipment method to remove underbrush and vegetation less than six (6) feet in height, and not defined as a tree, for the propose of unimproved property maintenance as required in the Town's code of ordinance of nuisance vegetation and or firebreak protection of property in conjunction with any development plan required by the Land Development Code

1. *Submittal:* Tree removal requiring a Type V permit shall submit two copies of the following to the Town ~~Manager~~ Administrator, or his designee:

a. Survey of the property. Permit application demonstrating compliance with one (1) or more of the criteria below.

b. A sketch showing location and a general description of removal of **underbrush and vegetation less than six (6) feet in height**. This permit does not permit the removal of any trees.

2. *Review and determination process:* The permit shall only be granted where at least one of the following criteria is met:

a. Use. Reasonable effort has been made to minimize the impact of root and soil sediment and the topology of the property for the purpose of clearing nuisance and overgrown vegetation to maintain or gain access for development activities, reduce a nuisance to abutting property owners and rights-of way, or reduce fire hazards for the protection of life and property."

...

SECTION 6. REMAINDER OF CODE: It is the intention of the Town Council of the Town of Malabar, Brevard County, Florida, that the remainder of the Chapter remain the same.

SECTION 7. CODIFICATION: It is the intention of the Town Council of the Town of Malabar, Brevard County, Florida, that the provisions of Section 1 of this ordinance become part of the Land Development Code of the Town of Malabar. The Town Clerk is hereby authorized and directed to cause the provisions of section 1 of this ordinance to be incorporated into the Town's Land Development Code.

SECTION 8. SEVERABILITY: In the event a court of competent jurisdiction shall hold or determine that any part of this ordinance is invalid or unconstitutional, the remainder of the ordinance shall not be affected, and it shall be presumed that the Town Council of the Town of Malabar did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the Town Council would have enacted the remainder of this ordinance without said invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

SECTION 9. CONFLICT: All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict with this Ordinance.

SECTION 10. EFFECTIVE DATE: The ordinance shall take effect immediately upon its 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	_____

PASSED AND ADOPTED by the Town Council, Town of Malabar, Brevard County, Florida this 27th day of September 2021.

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.c.

Meeting Date: September 14, 2021

Prepared By: Lisa Morrell, Interim Town Manager

SUBJECT: Amend Article V Related to Fill and Erosion control (Ord 2021-20)

BACKGROUND/HISTORY:

Staff has recognized the difficulty in calculation and interpreting the fill permit requirements for applicants and property owners. The amended code, Section 1.5-22 Fill and Erosion Control of Article V, General Provisions of Land Development Code; requires a fill permit for all land disturbances of 1,000 square feet and or the addition of 30 yards of fill. 30 yards is equivalent to (2) 15-yard dump trucks. The amendment also includes clear references to codes and regulations pertaining to erosion control requirements to ensure no adverse impacts to adjacent properties and or streams to maintain water quality and proper drainage.

P&Z Recommendation: Unanimous Board Approval on September 8, 2021, with comments to retain "Excavation" in the title of Section 1-5.21 and minor grammatical changes and formatting.

ATTACHMENTS:

Amending LDC Article V, General Provisions, Sec. 1-5.22. Standards for Land Excavation or Fill and Erosion Control.

FISCAL IMPACT:

N/A

ACTION OPTIONS: Consideration and motion to approve text amendments and additions to Land Development Code, Article V, General Provisions as presented or as directed by Town Council.

ORDINANCE 2021-20

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING ARTICLE V IN THE LAND DEVELOPMENT CODE TO ADD NEW SECTIONS DEALING WITH APPLICATION, PERMITTING AND OPERATIONAL REGULATIONS FOR BRINGING ADDITIONAL FILL ON RESIDENTIAL PROPERTIES AND REQUIRING PROPER EROSION CONTROLS MEASURES; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to update the Code of Ordinances relating to a standards for fill permitting and erosion control requirements.

WHEREAS, the Town Council desires to locate these regulations within the Article dealing with General Provision in the Land Development Code with references to the Building Code in Chapter 6 and Site Plan regulations in Article VII.

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

SECTION 1. Article V, General Provisions, in the Land Development Code Section 1-5.22 is amended to read as follows:

“Sec. 1-5.22. Standards for Land Excavation or Fill and Erosion Control.

~~No Any site work adding more than 30 yards of material or disturbing more than 1,000 square feet of land which redirects and/or increases or reduces off site natural drainage or runoff to or from a site shall not be undertaken without prior application, approval, and issuance of a permit by the Town Engineer in order to assure no adverse impacts will occur on adjacent lands and to assure appropriate erosion control measures are followed. The Code provides regulations governing such activities. See Article VII, Site Plan Design and Article VIII, Surface Water Management.~~

A. Purpose and intent.

The intent of this article is to promote consistent regulations related to land-disturbing and fill activities on any land area greater than 1,000 square feet within the Town to ensure the protection of natural resources, water quality, flood prevention and erosion control measures are followed.

For the purpose of this article, the following terms, phrases, words and their derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present term include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Terms listed in Article VII and Article VIII may also apply to this article.

Erosion and sedimentation control permit. A permit issued by the Town based on an approved erosion and sedimentation control (ESC) plan in conjunction with development permit or redevelopment approval.

Filling (fill). The placement of any soil or other solid material either organic or inorganic on a natural ground surface or an excavation in an effort to change the existing grade or recompose the soil.

Finished grade. The final grade or elevation of the ground surface forming the proposed design.

Land-disturbing activity. Any land change which may result in soil erosion from water or wind; including, but not limited to, clearing, dredging, grading, excavating, transporting and filling of land and for which a ESC permit is required.

Sediment. Solid material, both mineral and organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water, ice or gravity as a product of erosion.

Slope. Degree of deviation of a surface from the horizontal usually expressed in ratio of horizontal to vertical dimension.

Stabilization. The process of establishing an enduring soil cover of vegetation and/or mulch or other ground cover and/or a combination when installing temporary or permanent structures for the purpose of reducing to a minimum the transport of sediment by wind, water or gravity.

Structural practices. Soil and water conservation measures other than vegetation, utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating, or disposing of runoff to prevent excessive sediment loss; including, but not limited to open sediment basins, dikes, level spreaders, waterways or outlet diversions, grade stabilization structures, sediment traps, land grading, etc.

Unacceptable filling (fill). Any material from another site other than excavated earth. Any material prohibited as fill material by state or county regulations.

Watercourses. Any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine or wash in which water flows either continuously or intermittently and which has a defined channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow of flood water.

Sec. 1-5.23. - Scope and exclusions.

(a) Scope and exclusions. This section shall apply to any land-disturbing activity involving 1,000 square feet of land, undertaken by any person on any lands, except for the following:

(1) Minor land-disturbing activities such as home gardens and individual home landscaping, repairs, maintenance work, or other related activities which result in minor soil erosion, except those affecting drainage easements.

(b) Procedure for permitting land-disturbing activity.

(1) No person shall perform any land-disturbing activity without first obtaining a permit from the Building Department after certification by Town personnel that the proposed activity is consistent with these regulations. Such permit shall be in addition to any other permits or approvals required for the project by any other ordinances, rules and regulations in effect.

(2) Application for a land disturbing activity must be made to the Town on an application form provided by the Town and must be accompanied by an erosion and sedimentation control plan. The applicant's erosion and sedimentation control plan shall include, as a minimum, the following information for the entire tract of land to be disturbed regardless of whether the tract will be developed in stages:

a. A narrative description of the overall project. This narrative shall include:

1. Anticipated starting and completion dates for each sequence and stage of land disturbing activities and the expected date the final stabilization will be completed.
2. A description of the sediment control program and sediment control practices.
3. An adequate description of general topographical and soil conditions of the tract.

4. A description of the zoning classification and uses of adjacent property and a general description of existing structures, building and other fixed improvements located within a perimeter of 200 feet of the boundary line of applicant's property.

5. A description of the maintenance program for sediment control facilities including inspection programs, revegetation of exposed soils, method and frequency of removal and disposal of solid waste material removed from control facilities and disposition of temporary structural measures.

6. The type of soil or material to be used for filling, if applicable.

b. Maps, drawings and supportive computations bearing the signature and seal of a licensed engineer and containing:

1. A site location drawing of the proposed project indicating the location of the proposed project in relation to jurisdictional boundaries of roadways and watercourses.

2. A boundary line survey of the site on which the work is to be performed.

3. A plan for temporary and permanent vegetative and structural erosion and sediment control measures.

(3) Approval of application and issuance of permits.

a. The Town Building Official or designee shall certify the erosion and sedimentation control plan upon finding that the requirements of this section have been met.

b. If the tract is to be developed in phases, then the Building Department may issue a separate permit for a master plan or for each phase.

c. The permit may be suspended or modified by the Town upon a finding that the holder is not in compliance with this section or has violated any of the provisions or conditions of the permit.

d. No building permit shall be issued until a required land disturbing ESC permit certifying approval of the erosion and sedimentation control plan is obtained in accordance with this section.

(c) Principles and standards.

(1) Implementation. Soil erosion and sediment control measures shall conform to the standards and specifications of this chapter. The application of measures shall apply to all features of the site, including street and utility installations, drainage facilities, watercourses, and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion and sediment pollution during all stages of any land-disturbing activity.

(2) General design principles. Practical combinations of the following principles shall be utilized as a minimum, in planning measures to be installed for any land-disturbing activity:

a. The land-disturbing activity shall conform to existing topography and soil type so as to create the lowest practical erosion potential.

b. Land-disturbing activities shall be conducted in a manner minimizing erosion.

- c. The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum.
- d. Erosion control must be strictly maintained during cut and fill operations.
- e. Disturbed soil shall be stabilized as quickly as practicable or as directed.
- f. Whenever feasible, natural vegetation shall be retained, protected and supplemented.
- g. Temporary vegetation or mulching shall be employed to protect exposed critical areas during development.
- h. Permanent vegetation and structural erosion control measures shall be installed as soon as practicable.
- i. Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping surface of fills.
- j. To the extent necessary, sediment in runoff water must be trapped by the use of debris basins, sediment basins, silt traps or similar measures until the disturbed area is stabilized.
- k. Cuts and fills must be constructed in such a manner that erosion and runoff from the site does not endanger adjoining property.
- l. Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners without adequate provisions for an equivalent alternate system with a positive outfall.
- m. Rights-of-way, including streets and sidewalks or pedways, and drainage ways, or watercourses shall be kept clear of all debris/dirt, etc.
- n. Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible and provided in any case, that such crossings are kept to a minimum, and sedimentation control devices are provided.

(d) Maintenance. Maintenance of all soil erosion and sedimentation control practices whether temporary or permanent, shall be at all times the responsibility of the owner.

SECTION 2. Severability. If any provisions of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, such invalid or unconstitutional portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the other portions of this ordinance, provided the remaining portions effectuate the purpose and intent of this ordinance.

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

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

SECTION 6. Effective Date. This Ordinance shall take effect 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 ____ day of _____ 2021.

TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

(seal)

Approved for Legal Sufficiency:

Karl Bohne, Jr, Town Attorney

P&Z Board: 09/08/2021
First Reading: 09/14/2021 Vote to .
Second Reading: 9/27/2021

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.d.

Meeting Date: September 14, 2021

Prepared By: Lisa Morrell, Interim Town Manager

SUBJECT: Amend Article VII Related to Site Plan Regulations (Ord 2021-21)

BACKGROUND/HISTORY:

With the recommendation of approval for amending LDC Article V, General Provisions, Sec. 1-5.22. Standards for Land Excavation or Fill and Erosion Control, it is necessary to amend and clarify Site Plan Procedures in Article VII, Section 1-7.1 Applicability and Filing Procedures of the Land Development Code to ensure all land disturbances greater than 1,000 square feet where fill is required, a permit is also required to protect adjacent properties, proper drainage, and erosion control is complied.

P&Z Recommendation: Unanimous Board Approval on September 8, 2021, with formatting comments.

ATTACHMENTS:

Amending LDC Article VII, Site Plan Procedures, Section 1-7.1. Applicability and filing procedures

FISCAL IMPACT: None

ACTION OPTIONS: Consideration and motion to approve text amendments and additions to Land Development Code, Article VII, Site Plan Procedures as presented or as directed by Town Council.

ORDINANCE 2021-21

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING ARTICLE VII IN THE LAND DEVELOPMENT CODE TO UPDATE APPLICABILITY AND FILING PROCEDURES FOR SITE PLANS, BOTH RESIDENTIAL AND COMMERCIAL; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town Council desires to update the Code of Ordinances relating to a standards for Site Development Procedures for both residential and commercial developments.

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

SECTION 1. Article VII, Section 1-7.1. Site Plan Procedures in the Land Development Code Section 1-5.22 is amended to read as follows:

“Sec. 1-7.1. Applicability and filing procedures.

Site plan approval, as provided for herein shall be required for each of the following:

1. All permitted uses, ~~except single family homes or single family home accessory structures. However, all uses and structures shall comply with surfacewater management criteria of Article VIII~~ and Fill and Erosion Control criteria in Article V.
2. All conditional uses.
3. Any use or change in use resulting in the land disturbance of one thousand (1,000) square feet ~~of impervious surface area~~ of the entire site.
4. The provisions of Article VIII: Surface Water Management shall apply to all site plans as if the same were incorporated in this Article.
5. Any development including single family residences which will involve any clearing, fill, grading or other form of disturbing the land by the movement of earth shall comply with the provisions of Article V as if the same were incorporated in this Article. ~~provided that any one of the following descriptions applies to said movement.~~
 - ~~(a) Excavation, fill or any combination thereof which will exceed five hundred (500) cubic yards.~~
 - ~~(b) Fill which will exceed three (3) feet in vertical depth at its deepest point as measured from the natural ground surface.~~
 - ~~(c) Excavation which will exceed four (4) feet in vertical depth at its deepest point as measured from the natural ground surface.~~
 - ~~(d) Excavation, fill or any combination thereof which will exceed an area of one thousand (1,000) square feet.~~
 - ~~(e) Plant and/or tree cover is to be removed from an area exceeding one thousand (1,000) square feet on any parcel of land.~~
- (f) Whenever any amount of excavation or fill is proposed within one hundred (100) feet of a stream, stream channel or body of water a soil erosion and sedimentation control plan shall be provided. See Article V, Section

A. *General Site Plan Review Procedure.* In all cases requiring site plan review, no structure or parking area, or part thereof, shall be erected or used, or land or water used, or any change of use consummated, nor shall any building permit be issued therefor, unless a site plan for such structure or use shall have been reviewed by the Town Staff and Planning and Zoning Board and received approval by Town Council.

1. *Filing.* Before such site plan shall be approved, an application for such approval shall be filed with the Town Clerk. ~~then directed to the Building Official and/or the Town Engineer or other designated officials for their recommendation. Town Engineer is defined as that Town employee, or outside Florida registered engineer contracted by the Town, responsible for performing the duties specified herein as the Town Engineer.~~

2. *Application, Fee and Disclosure of Ownership.* Such application shall be in a form substantially in accordance with the form prescribed by the Town Clerk, copies of which may be obtained from the Town Clerk's office. A written power of attorney authorizing a person other than the owner(s) to sign such application must be attached to said application.

All applications shall include a verified statement showing each and every individual person having a legal and/or equitable ownership interest in the property upon which the application for site plan approval is sought, except publicly held corporations, in which case the name and address of the corporation and principal executive officers will be sufficient.

The fee schedule for site plan review shall be as determined by resolution of the Town Council.

3. *Review by Town Staff and Planning and Zoning Board.* The application shall be forwarded to the Building Department for Town Staff review, ~~Official and/or the Town Engineer or other designated officials for their recommendation~~ to the Planning and Zoning Board. Town Engineer is defined as that Town employee, or outside Florida registered engineer contracted by the Town, responsible for performing the duties specified herein as the Town Engineer.

~~The Town shall proceed to make appropriate studies and/or reviews required to make an appropriate evaluation. The application with evaluative comment shall then be forwarded to the Town Planning and Zoning Board for their consideration and action.~~ The site plan review process shall be carried out in accordance with procedures established by the Planning and Zoning Board, so as to prevent inconvenience and delay to the project.

After reviewing a site plan and staff recommendations, the Planning and Zoning Board shall recommend approval or disapproval. The Planning and Zoning Board shall provide written comments documenting any conditions of approval. If site plan is recommended for disapproval, the Planning and Zoning Board shall specify in writing the reasons for recommending denial. All recommendations of the Planning Board together with the written record shall be forwarded to the Town Council for final action.

3. *Action by the Town Council.* The Town Council shall consider the recommendations of staff and the Planning and Zoning Board and approve with or without conditions, or disapprove the site plan. The Town Council may attach to its approval of a site plan any reasonable conditions, limitations or requirements which are found necessary, in its judgement, to effectuate the purpose of this Section and carry out the spirit and purpose of the Zoning Ordinance.

Any condition shall be made a written record and affixed to the site plan as approved. If the Town Council disapproves a site plan, the reasons shall be stated in writing and the appeal shall be to the Court of appropriate jurisdiction.

B. Review of Minor Site Plans.

1. *Applicability.* For the purposes of this section, minor site plans shall include the following:

a. Residential projects comprised of a single building, having less than five (5) dwelling units, or:

b. Projects containing less than one thousand (1,000) square feet of new impervious surface area.

c. Single family homes and accessory buildings or ponds which require site plan approval pursuant to section 1-7.1.5.

2. *Submission Requirements for Minor Site Plans.* Minor site plans shall only include that information required in Sections 1-7.2, 1-7.3, which is determined to be applicable to the proposed minor site plan by the Building Department Official and Town Engineer.

3. *Minor Site Plan Review Procedures.* All minor site plan applications shall be reviewed by the Building Official and Town Staff ~~Engineer and Building Official~~ and approved by the Building Official, ~~the Planning and Zoning Board and the Chairperson of the Town Council.~~ However, single family homes, accessory buildings or ponds may be approved by the Building Official. Appeals of such decisions shall be conducted pursuant to section 1-7.4

~~C. *Minor Modifications of Site Plans.* Minor modifications to approved site plans shall include changes such as the:~~

~~1. Addition of awnings, canopies or other ornamental structures; redesign and different location of pools, parking spaces, drives and driveways; or modifications in stairs or elevations of decks, porches, terraces and fencing;~~

~~2. Addition of parking spaces not to exceed twenty-five (25) percent, including fractions thereof, of the total number of existing parking spaces or five (5) spaces, whichever is the greater amount;~~

~~3. Attached or detached additions to buildings which do not increase the floor area in excess of five hundred (500) square feet;~~

~~4. Installation of utility system improvements including buildings not exceeding two hundred (200) square feet.~~

4.5. Aside from minor modifications to site plans as herein defined, any change in use of buildings, structures, land or water, or institutions of new uses, or alteration or major improvements to existing structures, or erection of new buildings or structures shall require a new site plan submittal in accordance with all procedures and provisions of this Code.

Such changes to approved site plans shall be reviewed by the Building Official and or other designated Town consultants/Staff. ~~If the Building Official and Town Engineer have no objection to the request based on its compliance with the Code, such minor modifications shall be submitted for approval by the Town Council Chairperson after review by the Planning and Zoning Board. The Town Council Chairperson shall report each change so approved to the Town Council for the record at the next scheduled meeting.~~

5. ~~D~~. *Conformance with Zoning Regulations Required.* Any such building, structure or use shall be erected, altered, installed and maintained in full conformity with the provisions of the zoning ordinance and the approved site plan.

...

SECTION 2. Remainder of Article. It is the intention of the Town Council of the Town of Malabar, Brevard County, Florida that the remainder of the Article remain the same.

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

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

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

SECTION 6. Effective Date. This Ordinance shall take effect 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 ____ day of _____ 2021.

TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

(seal)

Approved for Legal Sufficiency:

Karl Bohne, Jr, Town Attorney

P&Z Board: 09/08/2021

First Reading: 09/14/2021 Vote to .

Second Reading: 9/27/2021

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.e.
Meeting Date: September 14, 2021

Prepared By: Lisa Morrell, Interim Town Manager

SUBJECT: Amend Fee Resolution (Resolution 09-2021)

BACKGROUND/HISTORY:

With the approval of amending land clearing permits within the Land Development Code, Article XV, entitled, Tree Protection and Restoration; Town staff is recommending a revision to the Fee Resolution utilized in conjunction with the Town's operations of processing permits.

Revising the Land Clearing Permits Fee schedule to permit for the distinction of Residential and Non-Residential property fees for land clearing by striking the adopted "\$100 for the 1st acre plus \$10 per additional acres or portion thereof" for all permit types, I-V. An administrative fee for the intake and review of the required attachments for submittal by the Applicant will be revenue to the Building Department. The completed application packet will be sent to the Town Manager, or designee, for review and issuance if permit with field inspection services with General Fund revenue determined by property type and size.

Overall, there is a reduction for Residential properties, less than 2 acres which is the most common, from \$110 to \$80 for permit types I-IV. And newly established fee for permit type V for residential properties of 2 acres or less, totaling \$50.

Non-Residential properties have an increased fee of \$30 to include the Building Administration of intake of applications for land clearing permits, types I-IV. For the new type V permit, non-residential properties are reduced to \$60 for the 1st acre from the former \$100.00 fee schedule.

ATTACHMENTS:

Fee Resolution 09-2021

FISCAL IMPACT: None

ACTION OPTIONS: Consideration and motion to approve the revised fee schedule applicable to land clearing permits, Types I-V, related to Land Development Code, Article XV, Tree Protection and Restoration land clearing as presented or with comments.

RESOLUTION 09-2021

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PERTAINING TO THE AMENDMENT OF ADMINISTRATIVE AND PERMIT FEES REQUIRED TO BE ESTABLISHED BY VARIOUS ORDINANCES OF THE TOWN OF MALABAR; PROVIDING FOR AN UPDATED APPLICATION FEE REQUIREMENTS FOR LAND CLEARING AND TREE REMOVAL ACTIVITIES FOR BOTH RESIDENTIAL AND COMMERCIAL PURPOSES; LAND FILL APPLICATION FEES; CLARIFICATION ON MINOR SITE PLAN FEE TO COMPLY WITH ORDINANCE; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 1. ADMINISTRATIVE FEES. The Town of Malabar does hereby revise administrative fees in accordance with the Town of Malabar's Code of Ordinance and Land Development Code to reflect the actual costs more accurately in 2021.

A.

Conditional Use Permit Application	\$175.00 plus site plan review fee
Contractor Registration Fee:	\$40.00
Property Culvert Permit:	\$100.00 plus actual Engineering Plan
Development Agreement:	\$500.00
Dirt Road Construction Application:	Street Length up to 200 feet - \$800.00 Street Length up to 400 feet - \$825.00 Street Length up to 600 feet - \$890.00 Street Length up to 800 feet - \$930.00 Street Length up to 1000 feet - \$1010.00 Street Length up to 1200 feet - \$1080.00 Street Length up to 1400 feet - \$1120.00
Final Plat S/D Review	\$1,200.00
Future Land Use Map Designation Change:	\$300.00 plus rezoning fee
Golf Cart Registration	One-time fee and no renewal fee

<u>Land Clearing (Ref. LDC Article XV, Section 1-15.8 – 1-15.10)</u>	\$100.00 for the 1st acre plus \$10.00 per additional acre or portion thereof
Type I-IV, Residential Property	Permit, Review, Inspection: \$30 Building Admin Fee \$50 for Properties 2 acres or Less \$10 per additional acre or portion thereof
Type I-IV, Non-Residential Property	Permit, Review, Inspection: \$30 Building Admin Fee \$100.00 for the 1st acre plus \$10.00 per additional acre or portion thereof
Type V, Residential Property, Non-removal of trees, land clearing permit	Permit, Review, Inspection: \$10 Building Admin Fee Permit, Review, Inspection: \$40 for Properties 2 acres or less, plus \$5 per additional acre or portion thereof
Type V, Non-Residential Property, Non-removal of trees, land clearing permit	Permit, Review, Inspection: \$10 Building Admin Fee \$50.00 for the 1st acre plus \$10.00 per additional acre or portion thereof
Type IV Emergency Tree Removal Per LDC Article XV, Section 1-15.7(B.)(5.)	No Charge
<u>Land Fill (Ref. LDC Article V, Section 1-5.22)</u>	
Residential Property	Permit, Review, Inspection: \$30 Building Admin Fee \$50 for Properties 2 acres or Less \$10 per additional acre or portion thereof
Non-Residential Property	Permit, Review, Inspection: \$30 Building Admin Fee \$100 for 1st acre plus \$10 per additional acre or portion thereof
Planned Unit Development (PUD) review:	\$900.00 plus \$40.00 per acre
Planned Unit Development (PUD) final:	\$900.00 plus \$40.00 per acre
Pond Permit:	Engineering costs only for ponds <1/4 acre; \$25.00 per 1000 sq. ft. of pond area for ponds over 1/4 acre in size plus engineering costs
Pre-Construction Conference for S/D or Commercial Development	\$300.00
Preliminary Plat S/D Review	\$1,500.00
Request for Council Action on an Item not specifically provided for in the administrative fee schedule regarding matters of land development	\$300.00

Residential lot fill permits:	\$100.00
Rezoning Request: Commercial	\$1,500.00 for the 1st acre plus \$10.00 per each additional acre or portion thereof
Rezoning Request: Residential	\$625.00 for the 1st acre plus \$10.00 per each additional acre or portion thereof
Road Improvement Waiver Application - Commercial Purposes	\$1,500.00
Road Improvement Waiver Application - Residential Purposes	\$300.00
Road Naming / Renaming Requests:	\$50.00
Road Vacate and Abandonment Requests:	\$425.00
Site Plan minor modification (including SFR)	\$150.00
Site Plan Pre-Application Conference (mandatory): except SFR (Ref Article VII, Sec 1-7.1.5)	\$500.00
Site Plan Review:	\$900.00 for 1st acre plus \$50 for each additional acre or portion of acre
Special Exception:	\$175.00 plus site plan review fee
Subdivision S/D or Commercial Development Pre-Ap Conference (mandatory)	\$1,500.00
Tree Removal - Multiple	\$150.00
Tree Removal - Type IV Permit - dead, diseased or in fire buffer	No Charge
Variance Request to Board of Adjustment: Commercial	\$1,750.00
Variance Request to Board of Adjustment: Residential	\$800.00
Written zoning verification or for the availability of Town Services	\$50.00

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

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

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

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

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

- Council Member Marisa Acquaviva ____
- Council Member Brian Vail ____
- Council Member Steve Rivet ____
- Council Member David Scardino ____
- Council Member Danny White ____

This Resolution was then declared to be duly passed and adopted this 14th day September 2021.

TOWN OF MALABAR

By:

(seal)

Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

Approved as to Form and Content:

Karl W. Bohne, Jr., Town Attorney

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.f.

Meeting Date: September 14, 2021

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

SUBJECT: Commendation to FLC Legislative Affairs Team (Reso 10-2021)

BACKGROUND/HISTORY:

This is a little late but still much deserved for all the advocacy efforts the FLC Legislative Affairs Team did before and throughout the 2021 Legislative Session.

The 2022 cycle will begin this month and it is a great service to have them up there communicating out needs at the local level. We also need to ensure we are keeping our local County and State representatives abreast on our local concerns and needs.

FINANCIAL IMPACT: none

ATTACHMENTS:

Resolution 10-2021

ACTION OPTIONS:

Action on Resolution 10-2021

RESOLUTION 10-2021

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA COMMENDING THE FLORIDA LEAGUE OF CITIES (FLC) AND THE LEGISLATIVE AFFAIRS TEAM FOR THEIR HARD WORK REPRESENTING FLORIDA'S MUNICIPALITIES DURING THE 2021 FLORIDA LEGISLATIVE SESSION

WHEREAS, the Florida League of Cities, Inc. (FLC) through the leadership of Executive Director, Jeannie Garner provides a myriad of exemplary services to Florida's 411 municipalities; and

WHEREAS, one of the critical services is advocacy on behalf of the Florida's municipalities before the Florida Legislature and Florida's Congressional delegation for many of the issues of statewide concern; and

WHEREAS, during the 2021 Florida Legislative Session more than 3,100 bills were filed, and more than 2,600 amendments were filed for consideration in this 60-day legislative session; and

WHEREAS, through the leadership of Executive Director Garner she has retained the finest Legislative Affairs Team to advocate on behalf of Florida's municipalities on countless bills and amendments that were filed impacting our communities in the 2021 Florida Legislative Session; and

WHEREAS, in the midst of a global pandemic and despite countless obstacles to advocate on behalf of Florida's municipalities before the Florida Senate and the Florida House of Representatives, the FLC Legislative Affairs Team did a remarkable job championing municipal issues and concerns under extremely difficult conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of Malabar the following:

Section 1. The Town of Malabar hereby commends the Florida League of Cities, Inc., Executive Director, Jeannie Garner, and the phenomenal FLC Legislative Affairs Team for the remarkable job championing municipal issues and concerns during a global pandemic and under extremely difficult conditions before the Florida Senate and the Florida House of Representatives.

Section 2. The Town of Malabar sends a heartfelt thank you to the FLC Legislative Affairs Team for a job well done in a very difficult legislative session, with such limited access to members of the Florida Legislature, and we thank you for going the extra mile for Florida's municipalities.

Section 3. This resolution shall be forwarded to the municipal members of the Space Coast League of Cities and urged to extend their appreciation to the Florida League of Cities, Executive Director Jeannie Garner, and the FLC Legislative Affairs Team for a job well done.

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

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 14th day of September 2021.

TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly, Council Chair

(seal)

ATTEST:

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

Approved as to form and content:

Karl W. Bohne, Jr., Town Attorney

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.g.

Meeting Date: September 14, 2021

Prepared By: Lisa Morrell, Interim Town Manager

SUBJECT: Waste Management Memorandum of Understanding (MOU) for Interim Service Period from October 2021 – March 2022

BACKGROUND/HISTORY:

As a result of communications to Town Council regarding the second renewal term of the awarded 2014 Waste Management (WM) franchise agreement for solid waste resulted in a non-renewal due to the increased costs of solid waste business, labor shortages, equipment shortages, and contract terms that are not amenable to Waste Management to continue servicing the contract for a second, seven-year, term of the 2014 awarded solid waste contract.

The Town is currently in the process of a Request for Proposal (RFP) process for solid waste collection services for residential and commercial for the Town. Waste Management has proposed the attached a short-term extension agreement, effective October 1, 2021, through March 31, 2022, to serve as a bridge for continued services for the Town to conclude the RFP process and transition plan. This contract extension is "as-needed, and may be terminated earlier than the March 31, 2022, by the Town.

In summary this extension agreement continues the solid waste removal service until a new proposer hauler is selected and transition of services is completed, which is necessary. The extension agreement includes new rates effective October 1st with significant increases to the residential collection customers (estimated 1270 customers). The new short-term rate was negotiated down from \$54.82 which included a 10% franchise fee included in the original 2014 contract. Town Staff requested a reduction in the franchise fee, to 5%, to reduce the impact to Town constituents. The franchise fee is based on the collection of the contracted solid waste quarterly payments from residential and commercial accounts. Fiscal Year 21/22 budget has annual revenues totaling \$37,000 based on the \$21.21 rate. There are other increases to monthly commercial services (estimated 50 customers) ranging from \$2 to 25 depending on size and frequency requested.

ATTACHMENTS:

WM Extension Contract October 1, 2021 with new Malabar rates attached as "Exhibit 1" (Six-Month Agreement Extension, terminating March 31, 2022)

Expiring Rates Effective January 1, 2021 (Agreement termination of September 30, 2021)

FISCAL IMPACT:

Residential Solid Waste Service increases two and half times the current rate of the expiring term and non-renewal of the existing contract until the award and transition to a new collector and rate schedule is implemented.

ACTION OPTIONS:

Motion to approve and authorize the execution of the six-month extension contract with Waste Management with new rate schedule as presented.

**FIRST AMENDMENT TO
SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT**

THIS FIRST AMENDMENT TO SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT(hereinafter, the "Amendment") is hereby entered into as of the Amendment Effective Date defined below, between the **Town of Malabar** (hereinafter, the "Town"), and **Waste Management Inc. of Florida** (hereinafter, the "Collector").

WHEREAS, the Town and Collector entered into a Solid Waste and Recyclables Collection Agreement effective as of June 17, 2014 (the " Agreement"); and

WHEREAS, Section 2 of the Agreement specifies that the initial term of the Agreement is to terminate on August 23, 2021; and

WHEREAS, the Town desires to extend the initial term of the Agreement with the Collector until March 31, 2022; and

WHEREAS, the Collector has requested a modification to the service rates for the extension period; and

WHEREAS, the Town and Collector mutually desire to amend the Agreement to address these matters and to further modify certain other terms of the Agreement as set forth herein.

NOW, THEREFORE, the Town and the Collector hereby agree as follows:

1. The term of the Agreement is extended to March 31, 2022, unless terminated sooner as provided for under the terms of the Agreement.
2. Effective October 1, 2021, "Exhibit 1 Summary of Rates and Charges" shall be modified, to incorporate new rates in attached "EXHIBIT 1".
3. The Effective Date of this Amendment shall be October 2, 2021.
4. All other terms and conditions of the Agreement, except as amended by this Amendment, shall continue in full force and effect throughout the term of the Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement as of the day and year last written below. The Town and the Collector have signed this Amendment in two originals in counterpart. One counterpart each has been delivered to the Town and to the Collector.

Attest:
As to **Collector**

By: _____
Signature

Date: _____

COLLECTOR
Waste Management Inc. of Florida

By: _____
Signature (Authorized Representative)

Print Name: _____

Print Title: _____

Date: _____

Attest:
As to Town of Malabar, Florida

Debby Franklin, Town Clerk/Treasurer

Date _____

TOWN
Town of Malabar, Florida

By: _____
Lisa Morrell, Interim Town Manager

Date: _____

Seal:

“EXHIBIT 1”
SUMMARY OF RATES AND CHARGES
Effective October 1, 2021

FORM D

RESIDENTIAL PREMISES RATES

This form is for residential premises service for solid waste, recyclables, and yard waste collection, and all other services to be available to residential premises as described in Proposer’s proposal and Agreement. All rates will be effective for the first year of the agreement beginning October 1st , 2014. These rates will be the contractor’s sole compensation for residential premises services. All rates are for 2 times per week collection.

Cart sizes are approximate. Proposers must note any proposed variations. Variations cannot, however, be substantial.

Residential Premises Rates

Service	Rates per household /month	Additional solid waste carts % of single cart rate	Additional customer requested recycling cart
Residential Solid Waste			
Option 1 – semi-automated service – multiple size carts provided by Collector. (35,64,96 gallon)	\$43.20	4%	No Charge
Residential Recycling			
Option 1 – semi-automated service - multiple size carts provided by Collector. (35,64,96 gallon)	\$8.71	24%	No Charge

Residential premises includes once weekly curbside recyclables collection and once weekly yard trash collection.

Residential Breakdown of all inclusive cost

	Option 1
Solid Waste	\$26.56
White/Bulky Goods	No charge
Yard Trash	\$16.64
Bulk Yard Waste	No charge

FORM E-1

COMMERCIAL PREMISES SOLID WASTE COLLECTION SERVICE: CAN, CART AND BIN SERVICE

This form is for commercial premises, multi-family dwellings, and mobile home parks service for solid waste, recyclables, yard waste collection (as appropriate), processing and disposal, billing services, and all other services to be available to aforementioned service units as described in Proposer’s proposal and Agreement. All rates will be effective for the first year of the agreement beginning October 1st 2014. These rates will be the contractor’s sole compensation for these service units’ services.

COMMERCIAL/INDUSTRIAL PREMISES SOLID WASTE COLLECTION SERVICE: CAN AND CART SERVICE

Service Type	Frequency	Rate per Account per Month
32-gallon can (curbside) (If additional can sizes are proposed, please add additional sheets)	1x weekly	\$17.83
	2x weekly	\$20.58
32-gallon can (carryout) (If additional can sizes are proposed, please add additional sheets)	1x weekly	\$31.05
	2x weekly	\$33.82
36-gallon cart	1x weekly	\$18.88
	2x weekly	\$21.65
64-gallon cart	1x weekly	\$18.88
	2x weekly	\$21.65
96-gallon cart	1x weekly	\$18.88
	2x weekly	\$21.65

COMMERCIAL/INDUSTRIAL PREMISES SOLID WASTE COLLECTION SERVICE: BIN SERVICE

(If additional bin sizes are proposed, please use table to specify)

Service Type	Frequency	Rate per Account per Month
2 c.y. bin	1x weekly	\$37.55
	2x weekly	\$75.10
	3x weekly	\$112.65
	4x weekly	\$150.20
	5x weekly	\$187.76
	6x weekly	\$225.31
4 c.y. bin	1x weekly	\$75.10
	2x weekly	\$150.20
	3x weekly	\$225.31
	4x weekly	\$300.42
	5x weekly	\$375.52
	6x weekly	\$450.63
6 c.y. bin	1x weekly	\$112.65
	2x weekly	\$225.31
	3x weekly	\$337.96
	4x weekly	\$450.63
	5x weekly	\$563.28
	6x weekly	\$675.94
8 c.y. bin	1x weekly	\$150.20
	2x weekly	\$300.42
	3x weekly	\$450.63
	4x weekly	\$600.85
	5x weekly	\$751.06
	6x weekly	\$901.27
3 c.y. bin	1x weekly	\$56.34
	2x weekly	\$112.65
	3x weekly	\$168.99
	4x weekly	\$225.31
	5x weekly	\$281.65
	6x weekly	\$337.98

FORM E-2

COMPACTOR AND DEBRIS BOX SERVICE

This form is for compactor, debris box and on-call bin service including collection, processing and disposal, billing services, and all other services to be available to aforementioned service units as described in Proposer's proposal and Agreement. All rates will be effective for the first year of the agreement beginning October 1st, 2014. These rates will be the contractor's sole compensation for these service units' services.

COMPACTOR AND DEBRIS BOX SERVICE

Service Type	Frequency	Rate per Account per Month
Compactor Service		
3 c.y.*	1x weekly	\$57.15
	2x weekly	\$114.36
	3x weekly	\$171.51
	4x weekly	\$228.68
	5X weekly	\$285.86
4 c.y. *	1x weekly	\$78.86
	2x weekly	\$157.71
	3x weekly	\$236.58
	4x weekly	\$315.43
	5X weekly	\$394.29
5 c.y.*	1x weekly	\$95.29
	2x weekly	\$190.58
	3x weekly	\$285.86
	4x weekly	\$381.16
	5X weekly	\$476.45
6 c.y.*	1x weekly	\$118.28
	2x weekly	\$236.58
	3x weekly	\$354.87
	4x weekly	\$473.15
	5X weekly	\$591.45

* Compactor rates do not include leasing or maintenance.

Industrial Debris Box and Bin Service (incl. C&D; per pull)		
Service Type	Rate	
2 c.y. bin**	\$20.95	per pull
3 c.y. bin**	\$31.99	per pull
4 c.y. bin**	\$43.01	per pull
5 c.y. bin**	\$54.02	per pull
6 c.y. bin**	\$65.06	per pull
7 c.y. bin**	\$76.08	per pull
20 c.y.**	\$264.63	per pull
25 c.y.**	\$281.16	per pull
30 c.y.**	\$297.70	per pull
40 c.y.**	\$314.23	per pull
Less than 30 c.y. compactor*	\$297.70	per pull
30 c.y. – 39 c.y. compactor*	\$314.23	per pull
Greater than 40 c.y. compactor*	\$314.23	per pull

* Compactor rates do not include leasing or maintenance.

** Rates include dropping off box or bin at customer location, retrieving box or bin when requested, hauling waste to, and up to 4 tons of landfill disposal. An additional charge equal to \$23.66 per ton will apply for disposal in excess of 4 tons.

*or current landfill rate

FORM E-3

SPECIAL CHARGES

All special charges will be effective for the first year of the agreement beginning October 1st, 2014. These charges will be the contractor's sole compensation for these services.

Special Service	Charge	
Wheel-out service for non-qualifying households	\$13.23	Additional per month per hh.
On-call bulky waste pick-up for non-qualifying residents	\$16.55	per cubic yard per event.
	\$0	freon removal charge per unit.
On-call extra solid waste collection for residential premises	36-gallon cart:	\$16.55
	64-gallon cart:	\$16.55
	96-gallon cart:	\$16.55
Cart exchange (for requests in addition to 2 x first year free exchange and subsequent 1x annual free exchange; includes delivery fee)	\$66.14	per event.
Call back for collection as a result of set-out after collection time	\$27.58	per event.
Cart replacement as a result of loss or damage through willful or intentional misuse or abuse	\$66.14	per cart including delivery fee.
Extra Commercial Pick-up:		
32-gallon can	\$8.83	per event
36-gallon cart	\$8.83	per event
64-gallon cart	\$8.83	per event
96-gallon cart	\$8.83	per event
1 1/2 c.y. bin	\$11.03	per event
2 c.y. bin	\$15.44	per event
3 c.y. bin	\$18.74	per event
4 c.y. bin	\$23.15	per event
5 c.y. bin	\$27.58	per event
6 c.y. bin	\$30.88	per event
7 c.y. bin	\$35.30	per event
Key charge: Allowed when container access requires driver to remove lock to empty container.	\$0.00	per container per month
Enclosure charge: Allowed when collection requires removing a container from an enclosure and replacing it when empty.	\$11.03	per container per month
Gate service charge: Allowed when collection requires passing through a gate in order to access a container.	\$0.00	per container per month
Distance charge: Allowed when a container is placed further than 10 feet from where the collection vehicle has access.	\$11.03	per fifty (50) feet per container per month
Other: Special Collection Solid Waste outside of Container	\$0.00	per issue
Other:	None	

Other special charges not identified herein are subject to the review and approval of the Town prior to levy.

Exhibit 1
SUMMARY OF RATES AND CHARGES
Effective January 1, 2021

FORM D
RESIDENTIAL PREMISES RATES

This form is for residential premises service for solid waste, recyclables, and yard waste collection, and all other services to be available to residential premises as described in Proposer's proposal and Agreement. All rates will be effective for the first year of the agreement beginning October 1st, 2014. These rates will be the contractor's sole compensation for residential premises services. All rates are for 2 times per week collection.

Cart sizes are approximate. Proposers must note any proposed variations. Variations cannot, however, be substantial.

Residential Premises Rates

Service	Rates per household /month	Additional solid waste carts % of single cart rate	Additional customer requested recycling cart
Residential Solid Waste			
Option 1 – semi-automated service – multiple size carts provided by Collector. (35,64,96 gallon)	\$17.60	4%	No Charge
Residential Recycling			
Option 1 – semi-automated service – multiple size carts provided by Collector. (35,64,96 gallon)	\$3.91	24%	No Charge

Residential premises includes once weekly curbside recyclables collection and once weekly yard trash collection.

Residential Breakdown of all inclusive cost

	Option 1
Solid Waste	\$10.82
White/Bulky Goods	No charge
Yard Trash	\$6.78
Bulk Yard Waste	No charge

FORM E-1

COMMERCIAL PREMISES SOLID WASTE COLLECTION SERVICE: CAN, CART AND BIN SERVICE

This form is for commercial premises, multi-family dwellings, and mobile home parks service for solid waste, recyclables, yard waste collection (as appropriate), processing and disposal, billing services, and all other services to be available to aforementioned service units as described in Proposer's proposal and Agreement. All rates will be effective for the first year of the agreement beginning October 1st 2014. These rates will be the contractor's sole compensation for these service units' services.

COMMERCIAL/INDUSTRIAL PREMISES SOLID WASTE COLLECTION SERVICE: CAN AND CART SERVICE

Service Type	Frequency	Rate per Account per Month
32-gallon can (curbside) (if additional can sizes are proposed, please add additional sheets)	1x weekly	\$17.39
	2x weekly	\$20.07
32-gallon can (carryout) (if additional can sizes are proposed, please add additional sheets)	1x weekly	\$30.29
	2x weekly	\$32.99
36-gallon cart	1x weekly	\$18.42
	2x weekly	\$21.12
64-gallon cart	1x weekly	\$18.42
	2x weekly	\$21.12
96-gallon cart	1x weekly	\$18.42
	2x weekly	\$21.12

COMMERCIAL/INDUSTRIAL PREMISES SOLID WASTE COLLECTION SERVICE: BIN SERVICE

(If additional bin sizes are proposed, please use table to specify)

Service Type	Frequency	Rate per Account per Month
2 c.y. bin	1x weekly	\$36.63
	2x weekly	\$73.26
	3x weekly	\$109.88
	4x weekly	\$146.51
	5x weekly	\$183.15
	6x weekly	\$219.78
4 c.y. bin	1x weekly	\$73.26
	2x weekly	\$146.51
	3x weekly	\$219.78
	4x weekly	\$293.05
	5x weekly	\$366.30
	6x weekly	\$439.57
6 c.y. bin	1x weekly	\$109.88
	2x weekly	\$219.78
	3x weekly	\$329.66
	4x weekly	\$439.57
	5x weekly	\$549.45
	6x weekly	\$659.35
8 c.y. bin	1x weekly	\$146.51
	2x weekly	\$293.05
	3x weekly	\$439.57
	4x weekly	\$586.10
	5x weekly	\$732.62
	6x weekly	\$879.15
3 c.y. bin	1x weekly	\$54.96
	2x weekly	\$109.88
	3x weekly	\$164.84
	4x weekly	\$219.78
	5x weekly	\$274.74
	6x weekly	\$329.68

Waste Management
Current Rates
Expiring 9/30/2021

FORM E-2

COMPACTOR AND DEBRIS BOX SERVICE

This form is for compactor, debris box and on-call bin service including collection, processing and disposal, billing services, and all other services to be available to aforementioned service units as described in Proposer's proposal and Agreement. All rates will be effective for the first year of the agreement beginning October 1st, 2014. These rates will be the contractor's sole compensation for these service units' services.

COMPACTOR AND DEBRIS BOX SERVICE

Service Type	Frequency	Rate per Account per Month
Compactor Service		
3 c.y.*	1x weekly	\$55.75
	2x weekly	\$111.55
	3x weekly	\$167.30
	4x weekly	\$223.07
	5X weekly	\$278.84
4 c.y.*	1x weekly	\$76.92
	2x weekly	\$153.84
	3x weekly	\$230.77
	4x weekly	\$307.69
	5X weekly	\$384.61
5 c.y.*	1x weekly	\$92.95
	2x weekly	\$185.90
	3x weekly	\$278.84
	4x weekly	\$371.80
	5X weekly	\$464.75
6 c.y.*	1x weekly	\$115.38
	2x weekly	\$230.77
	3x weekly	\$346.16
	4x weekly	\$461.54
	5X weekly	\$576.93

* Compactor rates do not include leasing or maintenance.

Industrial Debris Box and Bin Service (incl. C&D; per pull)		
Service Type	Rate	
2 c.y. bin**	\$20.44	per pull
3 c.y. bin**	\$31.20	per pull
4 c.y. bin**	\$41.95	per pull
5 c.y. bin**	\$52.69	per pull
6 c.y. bin**	\$63.46	per pull
7 c.y. bin**	\$74.21	per pull
20 c.y.**	\$258.13	per pull
25 c.y.**	\$274.26	per pull
30 c.y.**	\$290.39	per pull
40 c.y.**	\$306.52	per pull
Less than 30 c.y. compactor*	\$290.39	per pull
30 c.y. – 39 c.y. compactor*	\$306.52	per pull
Greater than 40 c.y. compactor*	\$306.52	per pull

* Compactor rates do not include leasing or maintenance.

** Rates include dropping off box or bin at customer location, retrieving box or bin when requested, hauling waste to, and up to 4 tons of landfill disposal. An additional charge equal to \$23.66 per ton will apply for disposal in excess of 4 tons.

*or current landfill rate

FORM E-3

SPECIAL CHARGES

All special charges will be effective for the first year of the agreement beginning October 1st, 2014. These charges will be the contractor's sole compensation for these services.

Special Service	Charge	
Wheel-out service for non-qualifying households	\$12.91	Additional per month per hh.
	\$16.14	per cubic yard per event.
On-call bulky waste pick-up for non-qualifying residents	\$0	freon removal charge per unit.
On-call extra solid waste collection for residential premises	36-gallon cart:	\$16.14
	64-gallon cart:	\$16.14
	96-gallon cart:	\$16.14
Cart exchange (for requests in addition to 2 x first year free exchange and subsequent 1x annual free exchange; includes delivery fee)	\$64.52	per event.
Call back for collection as a result of set-out after collection time	\$26.90	per event.
Cart replacement as a result of loss or damage through willful or intentional misuse or abuse	\$64.52	per cart including delivery fee.
Extra Commercial Pick-up:		
32-gallon can	\$8.61	per event
36-gallon cart	\$8.61	per event
64-gallon cart	\$8.61	per event
96-gallon cart	\$8.61	per event
1 1/2 c.y. bin	\$10.76	per event
2 c.y. bin	\$15.06	per event
3 c.y. bin	\$18.28	per event
4 c.y. bin	\$22.58	per event
5 c.y. bin	\$26.90	per event
6 c.y. bin	\$30.12	per event
7 c.y. bin	\$34.43	per event
Key charge: Allowed when container access requires driver to remove lock to empty container.	\$0.00	per container per month
Enclosure charge: Allowed when collection requires removing a container from an enclosure and replacing it when empty.	\$10.76	per container per month
Gate service charge: Allowed when collection requires passing through a gate in order to access a container.	\$0.00	per container per month
Distance charge: Allowed when a container is placed further than 10 feet from where the collection vehicle has access.	\$10.76	per fifty (50) feet per container per month
Other: Special Collection Solid Waste outside of Container	\$0.00	per issue
Other:	None	

Other special charges not identified herein are subject to the review and approval of the Town prior to levy.

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.h.
Meeting Date: September 14, 2021

Prepared By: Lisa Morrell, Interim Town Manager through Matthew Stinnett, Town Manager

SUBJECT: Consideration of evaluation committee recommendation to award and negotiate an agreement with the top ranked firm for RFP 2021-01 Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection Services to WastePro of Florida, Inc.

BACKGROUND/HISTORY:

As a result of notice to Town Council regarding the non-renewal of the second renewal term of the awarded 2014 Waste Management (WM) franchise agreement for solid waste collection services; Town Staff was directed to solicit proposals from qualified vendors for continued solid waste services.

The Town issued a Request for Proposal (RFP) on July 13, 2021, through Demand Star, and national online procurement service for public advertisement of government services with the following schedule of dates of actions:

Publication Date:	Tuesday, July 13, 2021,
Mandatory Pre-Proposal Meeting:	Tuesday, July 27, 2021, 2:00 pm
Deadline for Written Questions:	Tuesday, August 3, 2021, 2:00 p.m.
Addenda Response to Questions:	Monday, August 9, 2021,
Proposal Due Date:	Tuesday, August 17, 2021, 3:00 pm
Proposal Opening Date:	Tuesday, August 17, 2021, 4:00 pm
Committee Discussion & Proposal Rank:	Tuesday August 31, 2021, 6:00 pm

The sealed RFPs were opened on Tuesday, August 17th in a public meeting and announced the submitted proposals by vendors name, which included: Waste Management, Waste Pro of Florida, Inc, and Republic Services of Florida, Limited Partnership.

Town Council approved the evaluation committee with a property owner's residing in each voting district names provided by Town Staff. The citizen volunteers that were available to participate in the RFP Evaluation Committee were comprised of: Grant Ball (District 1), Chuck Frazee (District 2), Richard Kohler (District 3), Fritz Braun (District 4), and Thomas Wilson (District 5). After staff reviewed the RFP submittals for completeness of required documents, each evaluation committee member was distributed a copy of the RFP submittal from WastePro of Florida, Inc and Republic Services of Florida, all pricing information was withheld from the committee members. Waste Management submitted a response letter of "no bid". Each member was instructed to abide by the code of silence provision of the RFP process, that prohibits contact between committee members and vendors. This information was also provided to the vendors during the mandatory pre-proposal meeting.

On Tuesday, August 30, 2021 at 6:00pm, the evaluation committee process commenced for discussion of the two proposals, in a public setting at Town Hall Council Chambers to review, score, and rank the proposal in accordance to the published scoring method an established content criteria of: Qualifications and Experience, Technical Proposal, Contract Exceptions, and Financial Proposal, this information was also included with detail to interested vendors in Section IV., Submittal Requirements of the RFP documents (pages 15-18).

The evaluation committee discussed each scored section according to the criteria, asked questions, clarified reviews and findings. Each committee member submitted their individual score sheets and computed an average result of 57 points for WastePro, and 31 points for Republic Services.

A score for the price proposal was calculated separately by ITM Morrell. The RFP stated on page 13, "Proposers are required to submit price proposals for all service options, for the exception of option 4". Option 4 was an opportunity for vendors entitled "best Town value service level by the Proposer". Republic services did not submit the required pricing options per the RFP, their pricing proposal only included Options 3 and 4. WastePro submitted the required pricing options 1,2,3, and 3a as requested.

The evaluation committee closed at 7:45 pm with a unanimous recommendation to Town Council to award and negotiate to a final contract with the top ranked firm, WastePro of Florida, Inc. at the next Town Council Meeting, September 14, 2021, at 7:30pm. The committee included comments for council's consideration in the award and contract:

- Earlier transition plan, WastePro provide a six-month transition plan window from contract execution until March 2021
- Clarification and inclusion of backdoor service option for disabled/elderly
- Future consideration of the solid waste billing and collection method as a non-ad valorem assessment through Brevard County Property Appraiser's Office with the Brevard County Tax Collector; per Town Charter this would be voter referendum item during an election cycle.
- Maintain the current level of service of (2) solid waste collections per week of household waste, (1) recycling collection per week, (1) White/Bulky goods collection per week, and unlimited yard waste. Yard waste collection was important for fire protection and right of way visibility.

ATTACHMENTS:

- RFP #2021-01 Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection Services
- Waste Pro of Florida, Inc RFP Submittal
- Republic Services of Florida RFP Submittal.PDF
- Waste Management of Florida Statement of No Response Submittal.PDF
- Waste Pro of Florida Pricing Forms for Residentials and Commercial Collection Rates.PDF
- Republic Services of Florida Pricing Forms for Residentials and Commercial Collection Rates.
- Waste Management MOU Rates and Charges effective October 1, 2021
- Evaluation Committee Tabulated Score Sheet
- Evaluation Committee 8/17/2021 Meeting Minutes

FISCAL IMPACT:

Increased monthly residential services from current and non-renewal collector of \$21.41 to \$46.55 per month from WastePro for twice/per week solid waste collection, once per week recycle, weekly collection of unlimited yard waste, and weekly collection of bulky waste items. Commercial rates for can and cart service increase to an average of 7% per month, 2cy – 8cy bin service increased 46%.

ACTION OPTIONS:

Motion to award RFP# 2021-01, Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, and Bulk Waste Collection Services, to WastePro of Florida, Inc. located at 2951 W. King Street, Cocoa, Florida and direct the Town Manager to negotiate a final contract for council consideration on Monday, October 18, 2021, and any Town Council direction.

TOWN OF MALABAR, FLORIDA
Residential Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste
Collection Services RFP# 2021-01

Republic Services	Evaluator	Criteria:		Quals & Technical		Contract		Financial		Waste Pro	Criteria:		Quals & Technical		Contract		Financial		
		Max. Points:	Score:	Exp.	Proposal	Exceptions	Proposal	Exceptions	Proposal		Max. Points:	Score:	Exp.	Proposal	Exceptions	Proposal	Max. Points:	Score:	Exp.
		25		20	30	10	30	40		20	20	30	10	40					
	Grant Ball	35		20	5	0	30	0	60	20	20	30	10	0	20	20	30	10	0
	Chuck Frazee	27		15	20	0	25	0	55	20	25	10	0	20	20	25	10	0	
	Richard Kohler	25		13	14	0	29	0	59	20	29	10	0	20	20	25	10	0	
	Fritz Braun	43		10	15	0	25	0	55	20	25	10	6	20	20	25	10	0	
	Thomas Wilson	31		15	22	6	25	0	55	20	25	10	0	20	20	25	10	0	
	Totals			0	0	0	0	0	57	0	0	0	0	0	0	0	0	0	

TOWN OF MALABAR WASTE SERVICES RFP BID REVIEW MEETING MINUTES
August 31, 2021, 6:00 PM

This meeting of the Town of Malabar was held at Malabar Town Hall, 2725 Malabar Road, Malabar, FL 32950.

1. CALL TO ORDER:

ITM, Lisa Morrell called the meeting to order at 6:00 pm.

2. PROPOSAL REVIEW COMMENTS:

Mayor Reilly began by thanking the Committee Members, Town Staff, and the responders to the bid for their participation. He stated that Council, Staff and the residents of Malabar appreciate the time and effort.

ITM Morrell also thanked the participants for their time. She then asked the Committee Members to introduce themselves.

Fritz Braun – District 4
Grant Ball – District 1
Richard Kohler – District 3
Thomas Wilson – District 5
Chuck Frazee – District 2

ITM Morrell reminded the Committee that they are reporting on the Qualifications and Experience, the Technical Proposal and Contract Exceptions provided by each firm.

Committee Members began by discussing the pros and cons of each firms Qualifications and Experience. Key Comments are captured below:

Republic Pros:

Reliability
US's Largest Waste Company
Experienced Staff
Highly Rated References
95% Renewal Rate

Republic Cons:

No Asset Acquisition and Distribution
All References had only 1x per week
Unclear markings in score sheet
Lacked Company History

Waste Pro Pros:

FL Based Company
Experienced Staff
Highly Rated References
Clean Presentation
360 Eye Camera
Already has Local Contracts including Military
Letters of Recommendation from Grant/Valkaria
None of their Local Contracts have gone out for bid
Performance Based Incentive Program

Waste Pro Cons:

Not as nationally known
Not as much Commercial Experience

Committee Members agreed both companies were qualified to execute and maintain the contract if awarded.

Committee Members then Discussed the Pros and Cons of each firms Technical Proposals. Key Comments are captured below:

Republic Pros:

Automated Collection options in Fleet
Multiple Cart Options
School and Community Outreach Programs
Wider Variety of Commercial Containers
Transition Plan begins sooner than W.P.

Republic Cons:

Only bid for 1x trash pickup Per Week
Yard Waste limited to 1 Cubic Yard
2 Different Trucks listed in Bid
1 Emp. per Truck limits pickup capacity
"White Goods" Limited Pickup
Yard waste limit may lead to fire hazards
Did not bid on all options

Waste Pro Pros:

Option #1 is same service we have now
Provided multiple options
Unlimited Yard Waste in some proposals
Smaller trucks (Easier on Malabar Roads)
Multiple Cart Options
Included Vehicle Maintenance Program
Included Complete Transition Plan
Local Customer Service Representatives
Supports Local Events (Food Truck/Sponsorships)
Storm Support for Hurricanes & Unnamed Storms
Superior Reporting
Video Monitoring
GIS Map of Routes

Waste Pro Cons:

Only Rear Load truck
Lacked Collection for Disabled Residents
Tab 5 Page 6 incomplete

Committee Members noted that including the billing and collection of Waste Services payments should be considered for inclusion in the Tax Roll. ITM Morrell explained that would require the voters to approve it as a referendum question on election day. Also discussed was the possibility of removing curbside recycling collection and providing residents with recycling dumpsters at centralized locations around Malabar. ITM Morrell reminded the Committee of a State Statute requiring municipalities to provide curbside recycling services.

Committee Members then discussed the Contract Exceptions presented by each firm. Waste Pro provided no exceptions to the draft contract. Republic struck through many portions of the draft contract including insurance, liquidation damages, transition planning, providing more than 1 container per resident, and reporting.

ITM Morrell then requested the Committee Members turn in their score sheets and allowed for a short recess.

After a short recess, ITM Morrell gave the scores from the score cards. Out of a possible max of 60 points, the results were as follows:

Republic: 31

Waste Pro: 57

ITM Morrell then distributed the Financial Proposals to the Committee Members for their review. It was difficult to compare pricing because only one firm provided a quote for twice a week collection.

Committee Members then discussed the pros and cons of the Financial Proposals submitted by each firm. Key Comments are captured below:

Republic Pros:

Least expensive option

Republic Cons:

No option for twice per week service
Did not respond to all requested bids
Commercial pricing very high
\$75 per additional cart
Will not own the carts

Waste Pro Pros:

Provides an option of continuing current service
Reasonable Commercial Costs
Small rental fee for extra cart
Unlimited Yard Waste in multiple options

Waste Pro Cons:

Most expensive option

MOTION: CM Kohler/ CM Ball to recommend Town Council direct ITM Morrell to begin negotiations with the highest scoring firm, Waste Pro at the September 14th RTCM. Motion Carried 5-0; All Ayes.

ITM Morrell asks if negotiations fail with Waste Pro, if the Committee would recommend beginning negotiations with Republic. General consensus is to send it out for bid again if that happens. Malabar requires twice per week trash pick up and unlimited yard waste, and Republic seems unable to perform that task.

3. **ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was adjourned at 7:48 P.M. by ITM Morrell

Transcribed by:

Richard W. Kohler

Deputy Town Clerk/Treasurer

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.i.

Meeting Date: September 14, 2021

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

SUBJECT: Amended Florida Communities Trust (FCT) Grant Requirements re: Fern Creek

BACKGROUND/HISTORY:

This requirement just recently came to our attention. Staff had the understanding that when the transfer of the conservation land known as Fern Creek was done between the State DEP agency to the State DOT agency the Town was compensated for the improvements it made at the site.

Apparently, there was a series of activities that involved the three affected parcels that occurred over a period of time from 2019 until now.

- 3/2019: dealing with the State DOT on identifying the ROW needed for the intersection improvements and executed resolutions stating the property was no longer needed for Town purposes.
- 6/2019 Received Purchase Agreement and closing statement on Fern Creek. Got executed copies from State DOT.
- 10/2019 TM Matt sent memo to Park and Recreation Board advising them of the upcoming \$40,445.00 in funds from the sale and asked for input on how to spend on FCT property improvements. No action resulted from this Park Board meeting and there was no follow up at Council.
- 4/2020 the Town executed an Amended Grant Award Agreement that committed the Town to spending the funds on five specific enhancements on the remaining FCT properties. This agreement was then filed in with the resolutions done in 2019 and forgotten about.
- 6/2020 Town received notice that the \$40,445.00 was received from the State DEP
- 6/2020 TM Matt got email from State DEP asking for status of timeline for the added enhancements.
- 12/2020 Town receives acknowledgement of the annual Stewardship Report from the State DEP with no reference to the new requirement enhancements.
- 6/2021 TM Matt got an email from State DEP asking for a copy of the recorded Amended Grant Award Agreement. Town found it in file, but it was not recorded. Town got it recorded with assistance of Attorney Bohne and provided to the State DEP. State DEP is now requiring a timeline for these enhancements to be complete, and they were never formally approved of by Council.

FINANCIAL IMPACT: \$40,445.00 we received and put in unrestricted Fund Balance for Park and Trail use now must be allocated to a restricted for specific improvements only on FCT property. So, these funds can't be used in the Malabar Community Park, or for the refurb of the historical house in front of the Fire Station or at the Eagle Next Trailhead. All of these projected were seeking use of these funds.

ATTACHMENTS:

Email thread from 2020-2021
Amended Grant Agreement

ACTION OPTIONS:

No Action Requested at this time – Discussion for record

Re: Amended Grant Award Agreement - 96-019-P7A (Malabar Sanctuary Greenway)

Debby Franklin <townclerk@townofmalabar.org>

Tue 8/24/2021 2:30 PM

To: Matt Stinnett <TownManager@townofmalabar.org>

Cc: Lisa Morrell <LMorrell@townofmalabar.org>; Richard Kohler <rkohler@townofmalabar.org>; Dorothy Carmel <dcarmel@townofmalabar.org>

1 attachments (104 KB)

FCT imp.pdf;

The partial release is recorded we did that in 9/2019.

The 5th "Whereas" in the amended Grant award Agreement:

Whereas, the Town of Malabar has proposed, and the FCT has approved, a plan to enhance the remainder of the Project Site with the funds from the condemnation award;

I thought we were being paid the 40K for the land value and the basic improvements we made to Fern Creek. I guess we never really read the Grant award. I have not known about plans to spend the money on specific items in FCT property (Cameron Preserve, Golf Disc and Eschenberg Preserve) such as Rita listed in the 6/1/2020 email. The "Whereas" statement doesn't specifically list those items in her email. Is there a document where council committed to this?

The Oct 2020 Stewardship Report did not reference any of these items and Rita reviewed the report and approved it in Dec 2020 without mention of these additional requirements.

I think we can claim the new platform in the Cameron Preserve for both the pavilion and the bird watching platform. T&G has done foot bridges within conservation areas that connect to FCT land. Richard said they also did some smaller ones in Cameron Preserve that he will get pictures of. The gazebo at the Golf Disc Preserve could also be credited to the pavilion requirement. The Town has also upgraded the parking area in both the Disc Golf and the Cameron Preserve.

T&G also created a QR code on signage and on business cards to locate where people are in the FCT property - maybe they can expand on that to create general plant information found within these areas.

There is no Council support for a dog park. There are several in surrounding communities that can provide drinking water. The only potable water we have it at the SandHill Trailhead which is not FCT property. Dogs are allowed on leashes in all Town Public land but with no city water the likelihood of being able to provide a drinking water source is slim. We also don't have regular Park staff to provide daily maintenance of a dedicated "dog Park" which would be needed for the pet waste.

I have attached some ideas from Drew to Park Bd but they are for going forward - not the 40K.

We will include additional references to these improvements in the next annual report (due 10/2021) - I don't know who is going to respond to Rita regarding this.

Debby K. Franklin

Certified Municipal Clerk

Town Clerk Treasurer

townclerk@townofmalabar.org

321-727-7764



Town of Malabar
2725 Malabar Road
Malabar, FL 32950

On Aug 31, 2021, at 2:38 PM, Ventry, Rita <Rita.Ventry@floridadep.gov> wrote:

Matt – Now that we have the Amended Grant Agreement recorded and back to FCT, I still need an answer to the questions below which I have highlighted. Please respond by September 7, 2021 as to whether or not they have been developed. You may just notate in red below if the element has been completed and when. If not developed, you still have until September 23 to return the timeline for which they will be built.

Thanks in advance.

Rita Ventry

From: Matt Stinnett <TownManager@townofmalabar.org>
Sent: Tuesday, September 7, 2021 5:01 PM
To: Ventry, Rita <Rita.Ventry@FloridaDEP.gov>
Cc: Lisa Morrell <LMorrell@townofmalabar.org>
Subject: Re: Amended Grant Award Agreement - 96-019-P7A (Malabar Sanctuary Greenway)

Hey Rita,

As of now I don't believe any of the below items have been completed. With covid and my absence this project has taken a back seat on the priority list. I believe we can accomplish a couple of the smaller projects and develop a solid design/plan for accomplishing a couple of the larger items this coming year.

I have put some dates next to them as to when I believe we can accomplish the construction. In regards to the dog park, this list was originally put together rapidly in order to settle everything for the FDOT project and I have some concerns on the feasibility of that item. I would like to look into it a little deeper before saying it is unfeasible, but would it be possible to amend the agreement and replace that item with other assets at a later time?

Also, has the Town developed out the required elements with \$40K from the FDOT condemnation award? If not, please give us a timeline within the next 30 days by which they will be developed. These facilities are listed below:

- o New pavilion FY 2023
- o Bird watching platform/deck FY 2023
- o Two foot-bridges FY 2022
- o New plant and wildlife identification signs FY 2022
- o Dog park area (fencing, water source, trash receptacles) FY 2024

Best Regards,
Matthew R Stinnett, MPA
Town Manager



Town of Malabar
2725 Malabar Road
Malabar, FL 32950

*

On Apr 27, 2020, at 1:55 PM, Ventry, Rita <Rita.Ventry@dep.state.fl.us> wrote:

Matt – Please find the attached Amended Grant Award Agreement for execution by the Town. This document will be used as a means of reimbursing the Town with the \$40,445.00 awarded for the Condemnation of a portion of Malabar Sanctuary Greenway FCT project. It also states the requirements for the funds to be utilized for.

Please return the executed document back to us no later than May 11, 2020. This is necessary to have the funds reimbursed to the Town around the first of June. If you have any questions, please feel free to contact me via email. Thanks!

No Council Mtg
MAR 15, APR 5, APR 19
or MAY 18, 2020

Rita Ventry

Rita Ventry, FCCM
Planner IV, Division of State Lands
Florida Communities Trust
Florida Department of Environmental Protection
3800 Commonwealth Boulevard, MS 585
Tallahassee, Florida 32399-3000
Rita.Ventry@FloridaDEP.gov
Office: 850.245.2683
<https://floridadep.gov/lands/land-and-recreation-grants/content/fct-florida-communities-trust-home>

↓
Town executed
& SENT BACK.

*

From: Matt Stinnett <TownManager@townofmalabar.org>
Sent: Monday, April 27, 2020 2:46 PM
To: Ventry, Rita <Rita.Ventry@dep.state.fl.us>
Subject: Re: Amended Grant Award Agreement - 96-019-P7A (Malabar Sanctuary Greenway)

Received, I'll get this back to you.

Best Regards,
Matthew R Stinnett
Town Manager

From: Ventry, Rita <Rita.Ventry@FloridaDEP.gov>

Sent: Monday, August 23, 2021 9:38 AM

To: Matt Stinnett <TownManager@townofmalabar.org>

Subject: FW: Amended Grant Award Agreement - 96-019-P7A (Malabar Sanctuary Greenway)

Good Morning Matt – This is a follow up on the recorded amendment to the Grant Award. Due to the shut down during COVID I think this just fell through the cracks but I cannot find a copy of the recorded document if you sent it back to me. Could you please send me a copy for our files. It was due by June 19, 2020. I apologize if I have overlooked where you sent it to me, but if you can resend that would be great.

Also, has the Town developed out the required elements with \$40K from the FDOT condemnation award? If not, please give us a timeline within the next 30 days by which they will be developed. These facilities are listed below:

- o New pavilion
- o Bird watching platform/deck
- o Two foot-bridges
- o New plant and wildlife identification signs
- o Dog park area (fencing, water source, trash receptacles)

If you have any questions or concerns, please let me know.

Thanks in advance.

Rita Ventry

<image001.png>

Rita Ventry, FCCM

Planner IV, Division of State Lands

Florida Communities Trust

Florida Department of Environmental Protection

3800 Commonwealth Boulevard, MS 585

Tallahassee, Florida 32399-3000

No interim communication? From May 2020 to August 2021?

From: Ventry, Rita <Rita.Ventry@dep.state.fl.us>

Sent: Thursday, May 21, 2020 12:54 PM

To: Matt Stinnett <TownManager@townofmalabar.org>

Subject: RE: Amended Grant Award Agreement - 96-019-P7A (Malabar Sanctuary Greenway)

Matt – Hope you are doing well. Please see attached the executed amended Grant Award Agreement.

Please have it recorded and a copy of the recorded document returned to us no later than June 19, 2020.

If you have any questions or concerns, please let me know. We are still working remotely from home, but I can be reached through my email. Thank you!

Rita Ventry

TOWN DID NOT RECORD NOTIF 8/20/2021

Record & Return to:
Town of Malabar
2725 Malabar Road
Malabar, FL 32950-4427

FCT Project Number: 96-019-P7A
Project Name: Malabar Sanctuary Greenway
CSFA Number: 37.078

AMENDED GRANT AWARD AGREEMENT

This agreement is entered into this 29 day of April, 2020, between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the Florida Department of Environmental Protection ("Department"), and the TOWN OF MALABAR, a political subdivision of the State of Florida ("Recipient"). This agreement imposes terms and conditions on the use of proceeds from the taking of certain property, purchased by the Town of Malabar with funds from a FCT grant, by the Florida Department of Transportation. These terms and conditions are necessary to ensure compliance with applicable Florida law, federal income tax law, and to implement provisions of Chapters 253, 259, and 380, Florida Statutes.

Whereas, Chapter 380, Part III, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Environmental Protection to assist local governments in complying with and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans, to conserve natural resources, and to resolve land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

Whereas, in 1999 the Town of Malabar acquired three parcels with funds provided through the Florida Communities Trust (award number 96-019-P7A);

Whereas, the FCT imposed conditions on the funding for those parcels in accordance with Rule 62-817.013, F.A.C., including a provision that if a portion of the Project Site was taken by a governmental body through the exercise or the threat of eminent domain, the Recipient was required to deposit the condemnation award with the FCT, who would make those funds available to the Recipient to replace, restore, or repair the site;

Whereas, in 2019 the FCT approved the terms under which a portion of the Project Site was subsequently transferred to the Florida Department of Transportation and FCT received the condemnation award from the Florida Department of Transportation to hold in trust for the Town of Malabar;

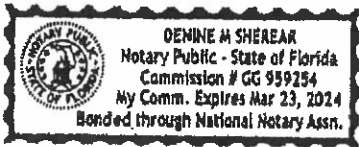
Whereas, the Town of Malabar has proposed, and the FCT has approved, a plan to enhance the remainder of the Project Site with the funds from the condemnation award;

Now, therefore, the Grant Award Agreement for award number 96-019-P7A, recorded in the Official Records of Brevard County, Florida, at book number 3975, page 2450, is hereby amended to remove Parcel Number 29-37-02-00-72 from the restrictions placed upon it in the original agreement. Parcel Number 29-37-02-00-72 is more particularly described as:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 29 day of April, 2020, by Patrick T. Kelly, as Council Chair for the Town of Malabar, who is personally known to me or who has produced N/A as identification.

SEAL



Demine M Sherear
Notary Public, State of Florida

Demine M Sherear
Printed Name

My Commission Expires: Mar 23, 2024
Commission No.: GG 959254

FLORIDA COMMUNITIES TRUST

By: Callie DeHaven
Chair

Date: _____

Approved for Form and Sufficiency:

Digitally signed by Lois La Seur
Lois La Seur
Date: 2020.05.14 09:52:33 -04'00'
By: _____
Lois La Seur, Trust Counsel

David Lee Fewell
Witness Signature

DAVID FEWELL
Printed Name

Clinton H. Grimes
Witness Signature

CLINTON H GRIMES
Printed Name

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 19th day of MAY, 2020, by Callie DeHaven, as Director, Division of State Lands, who is personally known to me or who has produced _____ as identification.

SEAL



David Lee Fewell
Notary Public, State of Florida

Printed Name

My Commission Expires: _____
Commission No.: _____

The East 200 feet of the North one-quarter of Lot 32, Section 2, Township 29 South, Range 37 East, PLAT OF FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION, as recorded in Plat Book 1, Page 165, Public Records of Brevard County, Florida, LESS the North 35.0 feet and the East 35.0 feet for road, utility, and drainage right of way and subject to easements and road rights of way of record.

The remaining parcels subject to the restrictions in the Grant Award Agreement recorded in the Official Records of Brevard County, Florida, at book number 3975, page 2450 will remain encumbered by the covenants and restrictions set forth in that Agreement.

In addition, the Town of Malabar is required to use the condemnation award in the amount of \$40,445.00 for the following enhancements to the remainder of the Project Site:

- New pavilion;
- Bird watching platform/deck;
- Two foot-bridges;
- New plant and wildlife identification signs and
- Dog park area (fencing, water source, trash receptacles).

Failure to use the condemnation award on the facilities described above will constitute a default under the original Grant Award Agreement and this Amendment.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Chair, the date first above written.

RECIPIENT: TOWN OF MALABAR,
a Florida local government

Debbie Franklin
Witness Signature

By: Patrick T. Reilly
Chair Patrick T. Reilly

Debbie Franklin
Printed Name

Date: April 29, 2020

Debbie K. Franklin
Witness Signature

Approved for Form and Sufficiency:

Debbie K. Franklin
Printed Name

By: Karl W. Bohne, Jr.
Karl W. Bohne, Jr.