



REGULAR TOWN COUNCIL MEETING

Monday, June 5, 2023 at 7:30 pm

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

a. Approve Minutes of 05/15/2023 RTCM

Exhibit: Agenda Report Number 4a

Attachments:

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

b. Acknowledgement of State Revolving Loan (SRF) Agreement SW051400, Amendment 3

Exhibit: Agenda Report Number 4b

Attachments:

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

5. PROCLAMATION: Small Cities Month

Exhibit: Small Cities Month Proclamation

Attachments:

- **Small Cities Month 2023 Proclamation** (Small_Cities_Month_Proclamation_2023.pdf)

6. ATTORNEY REPORT

7. BCSO REPORT

8. BOARD / COMMITTEE REPORTS

a. T&G Committee

Exhibit: Agenda Report Number 8a

Attachments:

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

b. Park & Recreation Board

Exhibit: Agenda Report Number 8b

Attachments:

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

c. Planning & Zoning Board

Exhibit: Agenda Report Number 8c

Attachments:

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

d. Board of Adjustment

Exhibit: Agenda Report Number 8d

Attachments:

- **Agenda Report Number 8d** (Agenda_Report_Number_8d.pdf)

9. STAFF REPORTS

- a. **Manager**
- b. **Special Projects Manager**
- c. **Town Treasurer**
- d. **Fire Chief**
- e. **Public Works Director**
- f. **Clerk**

10. PUBLIC COMMENTS

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

Five (5) Minute Limit per Speaker

11. PUBLIC HEARINGS / SPECIAL ORDERS

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

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

a. Parks and Recreation Board Recommendation for FCT Funds

Exhibit: Agenda Report Number 12a

Attachments:

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

13. ACTION ITEMS

ORDINANCES:0

RESOLUTIONS:0

MISCELLANEOUS:3

a. Approve Extension of Temporary Placement of a Travel Trailer while constructing a SFR at 2060 Howell Lane

Exhibit: Agenda Report Number 13a

Attachments:

- **Agenda Report Number 13a** (Agenda_Report_Number_13a.pdf)

b. Memorandum of Understanding for Legal Advertisement on Brevard County's Website

Exhibit: Agenda Report Number 13b

Attachments:

- **Agenda Report Number 13b** (Agenda_Report_Number_13b.pdf)

c. Request by Mr. Don Foley to contract or deannex property from the Town of Malabar

Exhibit: Agenda Report Number 13c

Attachments:

- **Agenda Report Number 13c** (Agenda_Report_Number_13c.pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

14. DISCUSSION/POSSIBLE ACTION

a. Town Hall Staffing

Prepared by: Town Manager Matthew Stinnett

Exhibit: Agenda Report Number 14a

Attachments:

- **Agenda Report Number 14a** (Agenda_Report_Number_14a.pdf)

b. Town Welcome Signs

Exhibit: Agenda Report Number 14b

Attachments:

- **Agenda Report Number 14b** (Agenda_Report_Number_14b.pdf)

c. 2023 Truth in Millage (TRIM) Estimates for Budgeting Purposes

Exhibit: Agenda Report Number 14c

Attachments:

- **Agenda Report Number 14c** (Agenda_Report_Number_14c.pdf)

15. PUBLIC COMMENTS

General Items (Speaker Card Required)

16. REPORTS - MAYOR AND COUNCIL MEMBERS

17. ANNOUNCEMENTS

(2) Vacancies on the Trails and Greenways Committee

18. ADJOURNMENT

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

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

Contact: Richard Kohler (townclerk@townofmalabar.org 321-727-7764) | Agenda published on 05/31/2023 at 2:56 PM

TOWN OF MALABAR

Regular Town Council Meeting

AGENDA ITEM NO: 4.a

Meeting Date: June 5th, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Approve Minutes of the RTCM of 5/15/2023

BACKGROUND/HISTORY:

Summary of actions at Town Council Meetings

ATTACHMENTS:

- Draft Minutes of RTCM of 5/15/2023

ACTION OPTIONS:

Review

**MALABAR TOWN COUNCIL
REGULAR MEETING MINUTES
May 15th 2023, 7:30 PM**

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

1. CALL TO ORDER:

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

2. ROLL CALL:

CHAIR:	MAYOR PATRICK T. REILLY
VICE CHAIR:	DAVID SCARDINO
COUNCIL MEMBERS:	MARISA ACQUAVIVA
	BRIAN VAIL
	JIM CLEVINGER
	MARY HOFMEISTER
TOWN MANAGER:	MATT STINNETT
TOWN ATTORNEY:	KARL BOHNE
SPECIAL PROJECTS MANAGER:	LISA MORRELL
TOWN CLERK:	RICHARD KOHLER

- 3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES:** CM Vail requests to add a cemetery as discussion 8a. Mayor suggests adding as public comment. CM Vail states council should be aware of the constituent issue. Agenda Item added under discussion as item 11d.

4. CONSENT AGENDA:

4.a. Approve Minutes of 5/1/2023 RTCM

Exhibit: Agenda Report Number 4a

MOTION: CM Vail/CM Scardino to approve Consent Agenda.

Discussion: None

Vote: All Ayes (5-0).

- 5. ATTORNEY REPORT:** None

6. STAFF REPORTS:

6.a. Town Manager – Matthew Stinnett

TM Stinnett stated that a new Public Works employee started Wednesday morning. Also, Waste Pro is interested in changing the recycling day from Wednesday to Saturday.

6.b. Town Treasurer – Lisa Morrell

Exhibit: Agenda Report Number 6b

Treasurer Morrell stated that the revenue and expenditures report through April is included in tonight's packet. Next month, she expects a longer report as she is cleaning up old accounts before we move to the new BS&A Accounting Software.

6.c. Special Projects Manager – Lisa Morrell

Exhibit: Agenda Report Number 6c

SPM Morrell stated that the bathroom renovation project is complete. One stall in each is handicap accessible. Mach Alert has also completed their installation. Park improvements are the next project she plans to tackle during budget season. There are still several large budget items, including roads, stormwater, and water expansion. CM Scardino asks how many commercial properties will gain water access? SPM Morrell states currently there aren't many, but the whole stretch is Zoned R/LC, so as it develops there may be more. Mayor asks is she needs any additional Council action?

SPM Morrell states not at this time. Mayor states the two major projects are roads and stormwater, so we should begin work on them. CM Scardino asks if running water to the FD could include water fountains in the park? SPM Morrell states yes, it can. CM Acquaviva asks if future action can come at a budget workshop? She would rather discuss before she acts. CM Vail agrees and would like a refresher. CM Acquaviva asks if there is an auto lock for the doors in the park? SPM Morrell states currently, no, but we can budget for that. A realistic estimate is about \$1,500.00 per door.

6.d. Town Clerk – Richard Kohler

Clerk Kohler informed Council that he has signed up for the FACC Summer Conference, to be held in St. Petersburg from June 17th to June 21st. Topics covered in the conference include an annual legislative update, municipal fraud awareness & prevention, understanding first amendment audits, Robert's rules of order, campaign & election overview among others. He will be available via phone or email while he am there. Also, at today's Brevard County City Clerks Association lunch, Mr. Walker, Communications Director of Brevard County proposed a rate of \$125.00 per ad. The County Commission will vote on an MOU at their May 23rd meeting. Upon approval by the County, an MOU will be sent to the municipalities for their approval. Finally, state mandated ethics training will be available online July 12th, October 18th, and December 13th by the Florida League of Cities. If you have any questions or would like assistance signing up, please let me know.

7. AUDIT PRESENTATION

7.a Presentation of the FY21/22 Audit by JMCO

Exhibit: Agenda Report Number 7a

Mr. Chalifour thanked Council and began his presentation. (Included in Agenda) He also thanked Staff for being excellent to work with. He noted that it is not a concern, but the Town does not plan for OPEB. The second report covers any issues found. One finding is to reconcile and clean up the accounting system at the end of the years. Nothing is of critical concern. The third report is a management letter. The only note here is that the BD is holding too much in its fund. A plan is in place to expend the funds, so it is not a concern. Finally, the Town is in compliance with all related state Statutes. The fund balance is growing nicely. The net pension liability through FRS is 1.2 million, however, the Town makes all of its required deposits.

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

9. PUBLIC HEARINGS / SPECIAL ORDERS: 0

10. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO TOWN APPOINTED BOARDS/COMMITTEES: 1

10.a. Trails and Greenways Committee Recommendation to Council

Exhibit: Agenda Report Number 10a

Clerk Kohler stated that at the May 8th Trails and Greenways Committee Meeting, the Committee discussed the tentative agreement reached during the May 1st Joint Conflict Assessment Meeting. The Committee stated the 6 listed items were not discussed during the joint meeting. Items 3, 5 & 6 of the request have been included in the ILA. On Saturday, the Committee held a trail day with volunteers from Country Cove, Brook Hollow, Stillwater Preserve, and the BMBA to mark the western and southern boundaries of the Cameron Preserve with surveyors' tape to ensure item 1 would be followed.

Public Comments:

Mark Britt, 1671 Country Cove states he doesn't know quite where we stand. Have we reached a written agreement? He is scared by the whole issue. His property backs up to the sanctuary, and he is concerned about damage from controlled burns. He hopes the county will still be required to get a permit and are bonded to ensure they repair any damages to the roads. Without a permit, the County could not be responsible for the damages. He also is concerned about the lack of the logging company. Who will oversee the chemicals during controlled burns? We have a lot of senior citizens, what kind of effects will this have on them? He quotes a letter from UF stating that residents in the area of controlled burns should be informed and given information on how to offset any issues. When will work begin, and will the County follow the suggestion to require notice? TM Stinnett states some of the issues discussed in this memo were addressed. Attorney Bohne states request 2 is included as well in the ILA. He also states that at the last minute today, we received an agreement from the County that they would not remove any trees from the Briar Creek ROW. They still would like to do controlled burns, but the mature trees are resistant to fire.

Gary Sampson, 1045 Oak Tree Place – States there will be a chipper and burning. Brook Hollow has one way in and one way out. If a logging truck goes over the bridge and damages it, how will the residents get out?

TM Stinnett states past discussions indicated that the County would use Malabar Road to exit, as the core tree removal area is near Malabar Community Park.

11. ACTION ITEMS:

ORDINANCES for FIRST READING: 0

RESOLUTIONS: 1

MISCELLANEOUS: 2

11.a. Acceptance of the Fiscal Year 2021/2022 Financial Audit (Resolution 05-2023) A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ACCEPTANCE OF THE ANNUAL AUDIT REPORT PROVIDED FOR THE FISCAL YEAR 2021/2022 BY THE ADUIT, PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 11a

Clerk Kohler read by title only.

MOTION: CM Scardino/CM Hofmeister move to approve Resolution 05-2023.

DISCUSSION: None

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

11.b. Select Dates for TRIM Public Hearings

Exhibit: Agenda Report Number 11b

Staff has put together a suggested calendar of meeting dates for the upcoming budget season. Considering the School Board and County Commission budget hearing dates, as well as feedback from Council, Staff has suggested that the first Budget workshop take place on Monday July 24. The second budget workshop could be held before the 1st RTCM of August on the 7th. If necessary, a third budget workshop could be scheduled for Monday April 21st. Staff would also like to recommend that the second RTCM of August be moved to Monday August 28th. Staff would like to schedule the first Public Hearing for this meeting. As the first Monday in September is Labor Day, staff would like to recommend that the first RTCM of September either be cancelled or held on Wednesday September 6th. We would also like to request the second RTCM and second Public Hearing take place on Monday September 25th. Consensus from Council is to accept the meeting schedule as presented.

11.c. ILA between the Town of Malabar and Brevard County

Malabar Scrub Sanctuary Restoration Project.

Exhibit: Agenda Report Number 11c

Public Comment

Mark Gunter, 1240 Pemberton Trail – He spoke at the 5.1 Joint Conflict Assessment meeting. What did the Town get out of this agreement? It looks like you gave everything away! Before you were going to charge them, why did that change? What did the Town get aside from the gates being open? The main objective was to hold the line and protect the trees. All of a sudden, the Town changed its stance. He asked Mr. Thompson what happened, and they were both dumbfounded. A presentation was made that included all of the information needed to win. Why did Council walk away with nothing? The EELs program destroyed bridges in the Sanctuary. He lives bordering the Sanctuary. When they burn, where will the animals go? Mr. Thompson's presentation was spot on, using the County's own information to prove the Town's point. Why did no one speak about his hard work? He hopes that surveys, bonds, and permits are necessary. He feels Council failed the people.

Gary Sampson, 1045 Oak Tree Place – He has Mr. Thompson's presentation, and was shocked the Council went against it. He does not know what the gain is for destroying 577 acres for 20 birds. How will their progress be counted, and how will the County verify their numbers. He feels the commonsense approach would be better. He has a friend who bought beachfront property and was not allowed to build due to an endangered beach mouse. Council has the power to stop the madness. Vote no and send this to arbitration. The people who live in the subdivisions are the major taxpayers, and their property values will drop. He hopes Council will consider changing their minds.

Mayor Reilly states that he requested a bird count from the County and was informed there were 14. He states Mr. Thompson represented the Town, but the meeting was intended for Elected Officials to discuss the conflict. Mr. Thompson was allotted 15 minutes and spoke for 20. He did an excellent job. The gates were there to keep Brevard County residents out. Residents were escorted out by the Sheriff. He made the first proposal, which was to base the restoration project on Mr. Thompson's presentation. Commissioner Tobia changed the proposal to include the County's map.

CM Vail states that the maps presented by the EELs program were very different from previous proposals. It was not what Mr. Thompson was asking for, but it was considerably more than their first proposal. The perimeter is better protected.

CM Scardino states the buffer zones around communities were greatly expanded from prior proposals.

Motion: CM Scardino/CM Acquaviva move to accept the ILA including the Briar Creek Blvd protection.

CM Acquaviva states Council, Staff, and Volunteers worked tirelessly to prepare for this. In the past, construction was stopped in Country Cove due to Scrub Jays. The EELs program should have been maintaining the land as they did in the past. We are used to it being lush due to the lack of care from the County. They let their permit lapse and didn't provide adequate public notice. She is proud that the Town was able to get concessions from the County on land owned by the County. If we go to court and lose, we could get nothing. It was a moment in time for compromise. She has seen previous lawsuits drag on for a long time. The burden of costs spent was adding up. She feels we came together and created a better relationship with our County.

CM Vail states staff has been working tirelessly to express the Town's desires. The County is finally working with us. They are being flexible, and we are being flexible. If we continued, the

little Town of Malabar would be fighting the State. The final proposal is much improved over the initial proposal from the County. It will be ugly for a little, but eventually it will look beautiful. Burns will encourage healthy growth in the sanctuary. He has been a firefighter since 1989, and has spent hours fighting the wildfires and controlled burns. He feels the Town came to an acceptable agreement. He has ridden in those woods since 1978. He hopes to keep Malabar connected to its grass roots. He is not absolutely comfortable with this, but he feels we reached an acceptable agreement.

CM Scardino believes we reached an acceptable agreement. The map they finally showed us had a lot of trees. If we went to court, we would have had to pay attorney fees we would not have been guaranteed to get anything.

MaryLee Bowen, 1255 Pemberton Trail – She would like to know if the County will reimburse residents for damages? Will any Malabar resident be assessed for this project? What is really going to happen to the land? There are endangered species aside from the Scrub Jays, what will happen to them? Is it right to trade one species for another? Can the Scrubs be transferred to another property? Brevard County states the land was donated to them so they could protect the habitat.

CM Hofmeister states the County is doing that and moving them to Malabar. The packet submitted by T&GC was not done overnight. There have been additions and inclusion at every step of the way.

Vote: 5-0 (All Ayes)

11.d. Thomas Williams, Cemetery Discussion

Mr. Williams states he was born and raised in Malabar. He is here today to discuss the Malabar Cemetery. He would like to ensure it is not disturbed. Mr. Linnell states the cemetery is located in and around the Mary Street ROW. Past work was ensured to not disturb this area. Concrete Blocks were placed at the headstones, but they have been stolen. Mr. Williams has family members in that area, and we should respect them. He would be happy to assist in the search.

Mayor Reilly states he did some research on this in the past, and he is fully aware of the issue. Florida State University sent a team down and were unable to help us. If Mr. Linnell can stake it out, we can bring in GPR to search. Mr. Linnell states that the property has been sold, and someone stated it will be a towing yard. They were aware of the cemetery and stated they were going to develop over it.

CM Vail states he has spoken to three people who ran into the new owners and all of them had the same story of development. He feels Council should direct Staff to research and find a solution.

CM Acquaviva states she has some familiarity with this issue, as she grew up near an Indian burial ground and remembers special attention being given to the area.

SPM Morrell states she has done significant research. The newly sold property has two units. It is illegal to disturb a gravesite. If we don't know where it is, we can't preserve it. There are hundreds of abandoned cemeteries in Florida. Municipalities can take over it pursuant to FS 497. She would like to come back with a better report.

CM Scardino is in favor of getting more information so that we can better track this.

CM Vail states using the local knowledge to assist in the search will greatly expedite this process.

Chair excused the Attorney at this time.

- 12. **PUBLIC COMMENTS: General Items (Speaker Card Required)**
- 13. **REPORTS – MAYOR AND COUNCIL MEMBERS**

CM Acquaviva: None

CM Vail: None

CM Clevenger: None

CM Hofmeister: Requests the reviews be completed before TM Stinnett goes for his deployment. TM Stinnett states they have been completed.

CM Scardino: None

Mayor Reilly: Mayor’s breakfast is this Friday.

14. ANNOUNCEMENTS: (1) Vacancy on the Planning & Zoning Board; (2) Vacancy on the Parks & Recreation Board; (1) Vacancy on Board of Adjustment.

15. ADJOURNMENT: There being no further business to discuss and without objection, the meeting was adjourned at 8:50 P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

Date Approved: 06/05/2023

Richard Kohler
Town Clerk

DRAFT

TOWN OF MALABAR

COUNCIL MEETING

Agenda Item 4.b

Meeting Date: June 5, 2023

Prepared By: Lisa Morrell, Special Projects Manager

SUBJECT: Acknowledgement of State Revolving Loan (SRF) Agreement SW051400, Amendment 3

BACKGROUND

Resolution number 04-2020 of the Town of Malabar dated March 3, 2019 authorized the Town to apply for a loan for funding by the Florida Department of Environmental Protection for the Town's Stormwater Master Plan. The resolution pledges the use of Stormwater Assessment Revenue's to repay the loan. The resolution authorized the Town Manager to provide such assurances and commitments required by the loan application.

Additionally, the Mayor was designated as the authorized representative to execute the loan agreement. The Town received notification from the Florida Department of Environmental Protection on May 24, 2022, to assign and execute amendment 3 for the loan Amendment 3 includes the total award of the loan, loan service fee, capitalized interest, and a semiannual loan payment amount of \$5,198.52 due February 15 and August 15 of each year until August 15, 2042, the date the loan will be repaid in full.

ATTACHMENTS

Resolution 04-2020 SRF Loan Application and designations for execution.PDF
Town of Malabar - SW051400 A3 Final.PDF
SW051400_Amortization Schedule Report.PDF

FINANCIAL IMPACT

The Stormwater Department (001-538.7100) of the General Ledger will budget and expense the semiannual payments totaling \$10,397.04 with revenue collection from the Stormwater Assessment Fund (001-363.1000)

ACTION

Acknowledgment of contractual financial obligations of the SW051400 A3 Loan agreement with the Florida Department of Environmental Protection pursuant to actions of Resolution Number 04-2020 of the Town of Malabar.

**STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT SW051400
TOWN OF MALABAR**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the TOWN OF MALABAR, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number SW051400, as amended, authorizing a Loan amount of \$190,000.00, excluding Capitalized Interest; and

The Semiannual Loan Payment amount and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is \$190,000.00.
2. The Loan Service Fee is \$3,800.00. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$190,000.00.
3. The total amount of the Loan to be repaid is \$195,268.76. This consists of \$190,000.00 disbursed to the Local Government, plus accrued Capitalized Interest of \$1,468.76 and service fee charges of \$3,800.00.
4. The total amount remaining to repay, which amount accounts for the Department's receipt of one Semiannual Loan Payments is \$190,687.76, consisting of unpaid principal of the Loan of \$186,887.76 and an unpaid service fee charge of \$3,800.00.
5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$5,198.52. Such payments shall be received by the Department on August 15, 2023, and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid.
6. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Planning Activities	190,000.00
Capitalized Interest	1,468.76
TOTAL (Loan Principal Amount)	191,468.76

7. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to Loan Agreement SW051400 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
TOWN OF MALABAR

Mayor

Attest:

Approved as to form and legal sufficiency:

Town Clerk

Town Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date

Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Malabar
Funding Number: CW-051400**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
CW-051400	1	\$5,170.00	Feb 15, 2023	0.310 %	\$4,581.00	\$294.50	\$294.50			\$186,887.76
	2	\$5,198.52	Aug 15, 2023	0.310 %	\$807.38	\$289.68	\$289.68	\$3,800.00	\$11.78	\$186,080.38
	3	\$5,198.52	Feb 15, 2024	0.310 %	\$4,621.68	\$288.42	\$288.42	\$0.00	\$0.00	\$181,458.70
	4	\$5,198.52	Aug 15, 2024	0.310 %	\$4,636.00	\$281.26	\$281.26	\$0.00	\$0.00	\$176,822.70
	5	\$5,198.52	Feb 15, 2025	0.310 %	\$4,650.36	\$274.08	\$274.08	\$0.00	\$0.00	\$172,172.34
	6	\$5,198.52	Aug 15, 2025	0.310 %	\$4,664.78	\$266.87	\$266.87	\$0.00	\$0.00	\$167,507.56
	7	\$5,198.52	Feb 15, 2026	0.310 %	\$4,679.24	\$259.64	\$259.64	\$0.00	\$0.00	\$162,828.32
	8	\$5,198.52	Aug 15, 2026	0.310 %	\$4,693.76	\$252.38	\$252.38	\$0.00	\$0.00	\$158,134.56
	9	\$5,198.52	Feb 15, 2027	0.310 %	\$4,708.30	\$245.11	\$245.11	\$0.00	\$0.00	\$153,426.26
	10	\$5,198.52	Aug 15, 2027	0.310 %	\$4,722.90	\$237.81	\$237.81	\$0.00	\$0.00	\$148,703.36
	11	\$5,198.52	Feb 15, 2028	0.310 %	\$4,737.54	\$230.49	\$230.49	\$0.00	\$0.00	\$143,965.82
	12	\$5,198.52	Aug 15, 2028	0.310 %	\$4,752.22	\$223.15	\$223.15	\$0.00	\$0.00	\$139,213.60
	13	\$5,198.52	Feb 15, 2029	0.310 %	\$4,766.96	\$215.78	\$215.78	\$0.00	\$0.00	\$134,446.64
	14	\$5,198.52	Aug 15, 2029	0.310 %	\$4,781.74	\$208.39	\$208.39	\$0.00	\$0.00	\$129,664.90
	15	\$5,198.52	Feb 15, 2030	0.310 %	\$4,796.56	\$200.98	\$200.98	\$0.00	\$0.00	\$124,868.34
	16	\$5,198.52	Aug 15, 2030	0.310 %	\$4,811.42	\$193.55	\$193.55	\$0.00	\$0.00	\$120,056.92
	17	\$5,198.52	Feb 15, 2031	0.310 %	\$4,826.34	\$186.09	\$186.09	\$0.00	\$0.00	\$115,230.58
	18	\$5,198.52	Aug 15, 2031	0.310 %	\$4,841.30	\$178.61	\$178.61	\$0.00	\$0.00	\$110,389.28
	19	\$5,198.52	Feb 15, 2032	0.310 %	\$4,856.32	\$171.10	\$171.10	\$0.00	\$0.00	\$105,532.96
	20	\$5,198.52	Aug 15, 2032	0.310 %	\$4,871.36	\$163.58	\$163.58	\$0.00	\$0.00	\$100,661.60
	21	\$5,198.52	Feb 15, 2033	0.310 %	\$4,886.46	\$156.03	\$156.03	\$0.00	\$0.00	\$95,775.14
	22	\$5,198.52	Aug 15, 2033	0.310 %	\$4,901.62	\$148.45	\$148.45	\$0.00	\$0.00	\$90,873.52
	23	\$5,198.52	Feb 15, 2034	0.310 %	\$4,916.82	\$140.85	\$140.85	\$0.00	\$0.00	\$85,956.70
	24	\$5,198.52	Aug 15, 2034	0.310 %	\$4,932.06	\$133.23	\$133.23	\$0.00	\$0.00	\$81,024.64
	25	\$5,198.52	Feb 15, 2035	0.310 %	\$4,947.34	\$125.59	\$125.59	\$0.00	\$0.00	\$76,077.30

Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Malabar
Funding Number: CW-051400**

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
CW-051400	26	\$5,198.52	Aug 15, 2035	0.310 %	\$4,962.68	\$117.92	\$117.92	\$0.00	\$0.00	\$71,114.62
	27	\$5,198.52	Feb 15, 2036	0.310 %	\$4,978.06	\$110.23	\$110.23	\$0.00	\$0.00	\$66,136.56
	28	\$5,198.52	Aug 15, 2036	0.310 %	\$4,993.50	\$102.51	\$102.51	\$0.00	\$0.00	\$61,143.06
	29	\$5,198.52	Feb 15, 2037	0.310 %	\$5,008.98	\$94.77	\$94.77	\$0.00	\$0.00	\$56,134.08
	30	\$5,198.52	Aug 15, 2037	0.310 %	\$5,024.50	\$87.01	\$87.01	\$0.00	\$0.00	\$51,109.58
	31	\$5,198.52	Feb 15, 2038	0.310 %	\$5,040.08	\$79.22	\$79.22	\$0.00	\$0.00	\$46,069.50
	32	\$5,198.52	Aug 15, 2038	0.310 %	\$5,055.70	\$71.41	\$71.41	\$0.00	\$0.00	\$41,013.80
	33	\$5,198.52	Feb 15, 2039	0.310 %	\$5,071.38	\$63.57	\$63.57	\$0.00	\$0.00	\$35,942.42
	34	\$5,198.52	Aug 15, 2039	0.310 %	\$5,087.10	\$55.71	\$55.71	\$0.00	\$0.00	\$30,855.32
	35	\$5,198.52	Feb 15, 2040	0.310 %	\$5,102.86	\$47.83	\$47.83	\$0.00	\$0.00	\$25,752.46
	36	\$5,198.52	Aug 15, 2040	0.310 %	\$5,118.68	\$39.92	\$39.92	\$0.00	\$0.00	\$20,633.78
	37	\$5,198.52	Feb 15, 2041	0.310 %	\$5,134.56	\$31.98	\$31.98	\$0.00	\$0.00	\$15,499.22
	38	\$5,198.52	Aug 15, 2041	0.310 %	\$5,150.48	\$24.02	\$24.02	\$0.00	\$0.00	\$10,348.74
	39	\$5,198.52	Feb 15, 2042	0.310 %	\$5,166.44	\$16.04	\$16.04	\$0.00	\$0.00	\$5,182.30
	40	\$5,198.36	Aug 15, 2042	0.310 %	\$5,182.30	\$8.03	\$8.03			\$0.00
CW-051400 Totals					\$191,468.76	\$6,315.79	\$6,315.79	\$3,800.00	\$11.78	

Combined								
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
2/15/2023	1	\$5,170.00	\$4,581.00	\$294.50	\$294.50			\$186,887.76
8/15/2023	2	\$5,198.52	\$807.38	\$289.68	\$289.68	\$3,800.00	\$11.78	\$186,080.38
2/15/2024	3	\$5,198.52	\$4,621.68	\$288.42	\$288.42	\$0.00	\$0.00	\$181,458.70
8/15/2024	4	\$5,198.52	\$4,636.00	\$281.26	\$281.26	\$0.00	\$0.00	\$176,822.70
2/15/2025	5	\$5,198.52	\$4,650.36	\$274.08	\$274.08	\$0.00	\$0.00	\$172,172.34

Florida State Revolving Fund Amortization Schedule Report

Sponsor: Malabar
Funding Number: CW-051400

Combined								
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
8/15/2025	6	\$5,198.52	\$4,664.78	\$266.87	\$266.87	\$0.00	\$0.00	\$167,507.56
2/15/2026	7	\$5,198.52	\$4,679.24	\$259.64	\$259.64	\$0.00	\$0.00	\$162,828.32
8/15/2026	8	\$5,198.52	\$4,693.76	\$252.38	\$252.38	\$0.00	\$0.00	\$158,134.56
2/15/2027	9	\$5,198.52	\$4,708.30	\$245.11	\$245.11	\$0.00	\$0.00	\$153,426.26
8/15/2027	10	\$5,198.52	\$4,722.90	\$237.81	\$237.81	\$0.00	\$0.00	\$148,703.36
2/15/2028	11	\$5,198.52	\$4,737.54	\$230.49	\$230.49	\$0.00	\$0.00	\$143,965.82
8/15/2028	12	\$5,198.52	\$4,752.22	\$223.15	\$223.15	\$0.00	\$0.00	\$139,213.60
2/15/2029	13	\$5,198.52	\$4,766.96	\$215.78	\$215.78	\$0.00	\$0.00	\$134,446.64
8/15/2029	14	\$5,198.52	\$4,781.74	\$208.39	\$208.39	\$0.00	\$0.00	\$129,664.90
2/15/2030	15	\$5,198.52	\$4,796.56	\$200.98	\$200.98	\$0.00	\$0.00	\$124,868.34
8/15/2030	16	\$5,198.52	\$4,811.42	\$193.55	\$193.55	\$0.00	\$0.00	\$120,056.92
2/15/2031	17	\$5,198.52	\$4,826.34	\$186.09	\$186.09	\$0.00	\$0.00	\$115,230.58
8/15/2031	18	\$5,198.52	\$4,841.30	\$178.61	\$178.61	\$0.00	\$0.00	\$110,389.28
2/15/2032	19	\$5,198.52	\$4,856.32	\$171.10	\$171.10	\$0.00	\$0.00	\$105,532.96
8/15/2032	20	\$5,198.52	\$4,871.36	\$163.58	\$163.58	\$0.00	\$0.00	\$100,661.60
2/15/2033	21	\$5,198.52	\$4,886.46	\$156.03	\$156.03	\$0.00	\$0.00	\$95,775.14
8/15/2033	22	\$5,198.52	\$4,901.62	\$148.45	\$148.45	\$0.00	\$0.00	\$90,873.52
2/15/2034	23	\$5,198.52	\$4,916.82	\$140.85	\$140.85	\$0.00	\$0.00	\$85,956.70

Florida State Revolving Fund Amortization Schedule Report

**Sponsor: Malabar
Funding Number: CW-051400**

Combined								
Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
8/15/2034	24	\$5,198.52	\$4,932.06	\$133.23	\$133.23	\$0.00	\$0.00	\$81,024.64
2/15/2035	25	\$5,198.52	\$4,947.34	\$125.59	\$125.59	\$0.00	\$0.00	\$76,077.30
8/15/2035	26	\$5,198.52	\$4,962.68	\$117.92	\$117.92	\$0.00	\$0.00	\$71,114.62
2/15/2036	27	\$5,198.52	\$4,978.06	\$110.23	\$110.23	\$0.00	\$0.00	\$66,136.56
8/15/2036	28	\$5,198.52	\$4,993.50	\$102.51	\$102.51	\$0.00	\$0.00	\$61,143.06
2/15/2037	29	\$5,198.52	\$5,008.98	\$94.77	\$94.77	\$0.00	\$0.00	\$56,134.08
8/15/2037	30	\$5,198.52	\$5,024.50	\$87.01	\$87.01	\$0.00	\$0.00	\$51,109.58
2/15/2038	31	\$5,198.52	\$5,040.08	\$79.22	\$79.22	\$0.00	\$0.00	\$46,069.50
8/15/2038	32	\$5,198.52	\$5,055.70	\$71.41	\$71.41	\$0.00	\$0.00	\$41,013.80
2/15/2039	33	\$5,198.52	\$5,071.38	\$63.57	\$63.57	\$0.00	\$0.00	\$35,942.42
8/15/2039	34	\$5,198.52	\$5,087.10	\$55.71	\$55.71	\$0.00	\$0.00	\$30,855.32
2/15/2040	35	\$5,198.52	\$5,102.86	\$47.83	\$47.83	\$0.00	\$0.00	\$25,752.46
8/15/2040	36	\$5,198.52	\$5,118.68	\$39.92	\$39.92	\$0.00	\$0.00	\$20,633.78
2/15/2041	37	\$5,198.52	\$5,134.56	\$31.98	\$31.98	\$0.00	\$0.00	\$15,499.22
8/15/2041	38	\$5,198.52	\$5,150.48	\$24.02	\$24.02	\$0.00	\$0.00	\$10,348.74
2/15/2042	39	\$5,198.52	\$5,166.44	\$16.04	\$16.04	\$0.00	\$0.00	\$5,182.30
8/15/2042	40	\$5,198.36	\$5,182.30	\$8.03	\$8.03			\$0.00
Total		\$207,912.12	\$191,468.76	\$6,315.79	\$6,315.79	\$3,800.00	\$11.78	

**TOWN OF MALABAR
AGENDA ITEM REPORT**

**AGENDA ITEM NO: 12.c.
Meeting Date: March 03, 2019**

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

SUBJECT: Adopt Resolution 04-2020 Authorizing Loan Application

BACKGROUND/HISTORY:

Council is asked to authorize the application for funding by the Florida Department of Environmental Protection Agency Revolving Loan Program in order get State funding in the next cycle to pay for the Master Plan. Council had approved going forward for these funds in the current budget for the estimated cost of \$190,000.00.

The *Notice to Affected Parties* document I sent out separately identifies Malabar as an applicant. We intend to pledge the revenues from the Storm Water Utility to repay this loan if and when required. As explained in the original presentation, many times these revolving loans by DEP are "forgiven" before repayment is due.

In order to meet the deadline requirements, we must submit this resolution and a legal statement from the Town Attorney that we have the authority to increase the non-ad valorem rates per Florida Statute 197 as we did in 2017.

ATTACHMENTS:

Resolution 04-2020

ACTION OPTIONS:

Approve Reso 04-2020.

RESOLUTION 04-2020

A RESOLUTION OF TOWN OF MALABAR, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. CWSRF 05140 as eligible for available funding; and

WHEREAS; the Town of Malabar, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MALAAR, FLORIDA, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The Town of Malabar, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are the Malabar Stormwater Utility revenues. There are no senior liens.

SECTION IV. The Town Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The *Mayor* is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The *Mayor* is authorized to represent the Town in carrying out the Town's responsibilities under the loan agreement. The *Mayor* is authorized to delegate responsibility to appropriate Town staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing monies to construct this Project is 166.111, Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

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 Grant Ball	_____
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 2nd day March 2020.

TOWN OF MALABAR
By:

ATTEST:

Mayor Patrick T. Reilly, Council Chair

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

Approved as to Form and Content:

Karl W. Bohne, Jr.,
Town Attorney



Town of Malabar Proclamation

National League of Cities Small Cities Month June 2023

Whereas small cities and towns under 50,000 population are the home to millions of Americans and constitute the vast majority of municipalities across the United States; and

Whereas small cities and towns strive to strengthen their communities through the provision of services and programs to improve the quality of life for all citizens; and

Whereas the federal government is an essential partner in the success of small cities and towns, and must be encouraged to continue to support programs and legislation that strengthen small communities; an

Whereas state governments are partners in the success of small cities and towns, and must be encouraged to continue to support key programs and legislation that strengthen communities; and

Whereas organizations, businesses, and citizens are partners in the success of small cities and towns, and must be encouraged to continue to grow their efforts to make small communities a viable choice for people to live in; and

Whereas during these challenging economic times, the need for a renewed intergovernmental partnership to support essential public services is more important than ever to ensure the safety and growth of small town America; and

Whereas the National League of Cities President *and* the Small Cities Council of the National League of Cities have declared June 2023 as Small Cities Month;

Now therefore, I, Mayor Patrick T. Reilly, Mayor of the Town of Malabar, does hereby proclaim June 2023 , as Small Cities Month, and encourages President Biden, Congress, state governments, organizations, businesses, and all citizens to recognize this event, and to work together this month and throughout the year to invest in small cities and towns to better the lives of all citizens.

[Mayor's Signature]

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 8.a
Meeting Date: June 5th, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Trails & Greenways Committee Update

BACKGROUND/HISTORY:

The Trails and Greenways Committee has not met since their last update to Council, and therefore have nothing to report.

ATTACHMENTS:

- a. None

ACTION OPTIONS:

- a. None

TOWN OF MALABAR

PARKS AND RECREATION BOARD MEETING

AGENDA ITEM NO: 8.b
Meeting Date: June 5th, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Parks & Recreation Board Update

BACKGROUND/HISTORY:

The most recent Parks and Recreation Board meeting led to a recommendation to Council on the FCT Funds awarded to the Town in the transfer of Fern Creek Park to the State. See Agenda Item Number 12.a for more details.

ATTACHMENTS:

- a. None

ACTION OPTIONS:

- a. None

TOWN OF MALABAR

PLANNING AND ZONING BOARD MEETING

AGENDA ITEM NO: 8.C
Meeting Date: June 5th, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Planning & Zoning Board Update

BACKGROUND/HISTORY:

The most recent Planning and Zoning Board Meeting was held on May 10th. See the attached memo from Board Secretary Sherear for more information.

ATTACHMENTS:

- a. Memo 23-BDM-051

ACTION OPTIONS:

- a. Review

TOWN OF MALABAR

MEMORANDUM

Date: May 26, 2023, 23-BDM-051
To: Richard Kohler, Town Clerk
Town Council
From: Denine M. Sherear, Building Department Manager ~~DS~~
Ref: Recent discussions at the Planning & Zoning (P&Z Board) Meeting
On May 10, 2023

The Planning and Zoning Board discussed at the last two Meetings one on March 22, 2023, and the other on May 10, 2023, meeting is to Amend the Land Development Code, Article VI "Conditional Use and Special Exception Use Criteria". It is recommended and suggested that the PZ Board Members submit documents to the Board Secretary to define and clarify the Conditional Use and Land Development discussion.

This discussion & review was recommended discussed by PZ Board and Mayor Patrick Reilly on May 10, 2023. The PZ Board then reviewed suggestions by Mayor Patrick Reilly. This Motion was passed:

Motion:Dial/Ritter Recommend Review additions/changes to Amend the Land Development Code Article VI "Conditional Use and Special Exception Use Criteria" to define and suggest clarification on Conditional Use and Land Development.

All Vote: roll Call Vote Taylor: Aye; Dial: Aye; Abare: Aye; Ritter: Aye

Motion passed 4 to 0.

The Board 's next meeting is June 14, 2023, at 6:00PM.

TOWN OF MALABAR

BOARD OF ADJUSTMENT MEETING

AGENDA ITEM NO: 8.d
Meeting Date: June 5th, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Board of Adjustment Update

BACKGROUND/HISTORY:

The most recent Board of Adjustment Meeting was held on May 11th. See the attached memo from Board Secretary Sherear for more information.

ATTACHMENTS:

- a. Memo 23-BDM-052

ACTION OPTIONS:

- a. Review

TOWN OF MALABAR

MEMORANDUM

Date: May 26, 2023, 23-BDM-052
To: Richard Kohler, Town Clerk
Town Council
From: Denine M. Sherear, Building Department Manager ~~DS~~
Ref: Recent discussions at the Board of Adjustment (BOA) Meeting
On May 11, 2023

The BOA Meeting was on May 11, 2023, and originally had three (3) requests for variances.

One of the requests was delayed, due to the lack of more information concerning the request.

UPDATED ON 5/11/2023

VARIANCE ITEM 4.a. ONLY POSTPONED TO FUTURE DATE

~~4.a. Case No. 01-042023 Applicant requests a Variance to the Malabar Land Development Code Article III Table 1-3.3(A) Size & Dimension Regulations in RR-65 Zoning to construct a Single Family Residence. Applicants are: Mrs. Diana E. Cho/Oscar Hotusing/Jesus Quintero (contractor)
Location: Vacant Parcels ID: 29-37-01-00-835. Aka: 2480 LaCourt Lane, Malabar, Florida
Exhibit: Agenda Report No 4.a.
Recommendation: Action~~

and two (2) requests passed.

4.b. Case No. 02-042023 Applicant requests a Variance to Malabar Land Development Code Article III Table 1-3.3(A) Size & Dimension Regulations in RR-65 Zoning to construct a Detached Steel Structure
Applicants is: Mr. Christopher Peters
Location: Residential Property ID: 29-37—10-00-74 Aka: 2885 Hard Way Lane, Malabar, Florida
Exhibit: Agenda Report No 4.b.
Recommendation: Action

This passed 4.b. with conditions:

- 1.) The 40x24 metal building shall not be used as living quarters.
- 2.) This order shall run with the land and bind all successors in interest to the applicant. This agreement shall survive any transfer of the property described herein and is not intended to merge into any deed.

4.c. Case No. 03-042023 Applicant requests a Variance to Malabar Land Development Code Article III Table 1-3.3(A) Size & Dimension Regulations in RR-65 Zoning to construct a Single-Family Residence.

Applicants are: Mr. & Mrs. Dennis & Patty

Location: Vacant Parcels ID: 29-37-03-00-757 Aka: 2175 Wilson Lane (north side of driveway area), Malabar, Florida

Exhibit: Agenda Report No 4.c.

Recommendation: Action

This passed 4.c.:

The Board has not scheduled the next meeting yet for the postponed meeting for Cho Residence- 2480 LaCourt Lane, Malabar FI 32950.

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 12.a

Meeting Date: June 5th, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Parks and Recreation Board Recommendation

BACKGROUND/HISTORY:

The Town of Malabar was previously awarded \$40,445.00 from the Florida Communities Trust (FCT) for improvements made at Fern Creek Park. The agreement for the award required the Town to make several specific improvements to FCT properties. These requirements were found to be financially unrealistic, so Staff requested an opportunity to amend the agreement. FCT indicated it would be receptive to an amended agreement showing the expenditures and expected completion dates.

The Parks and Recreation Board has discussed these funds, and recommends to Council that they be spent on the following projects:

- 12' x 14' Pavilion at Eschenberg Park
- 40' x 4' foot bridge in the Disc Golf Sanctuary

Specific costs are included in the recommended amendment attached.

ATTACHMENTS:

- Florida Communities Trust Grant Agreement Amendment.
- Quote for Pavilion.
- Estimation for foot bridge.

FINANCIAL IMPACTS:

- \$40,445.00 of restricted funds.
- \$230.02 General Fund (572.4930)

ACTION:

- Approve.

Florida Communities Trust Grant Agreement Amendment

On April 29th, 2020, the Town of Malabar, and the Florida Communities Trust (FCT) reached an agreement to transfer the Fern Creek Park back to the state for future SR 514 improvements. The FCT awarded the Town \$40,445.00 for improvements that had been made to Fern Creek Park, with the understanding that the funds would be used for specific improvements in FCT Properties, such as a new pavilion, a bird watching platform, two-foot bridges, new plant and wildlife identification signs, and a dog park. Staff has found that the allotted funds are not sufficient to accomplish all of these goals. In communication with FCT, Staff was directed to create a new plan for spending the allotted funds, to include a list of improvements, a brief description of the improvements, an estimated completion date, and a dollar amount. The three parks in Malabar that were initially funded by the FCT are the Cameron Preserve, the Malabar Disc Golf Sanctuary, and Eschenberg Park. In past meetings, the Parks and Recreation Board has discussed what improvements could be made using these funds.

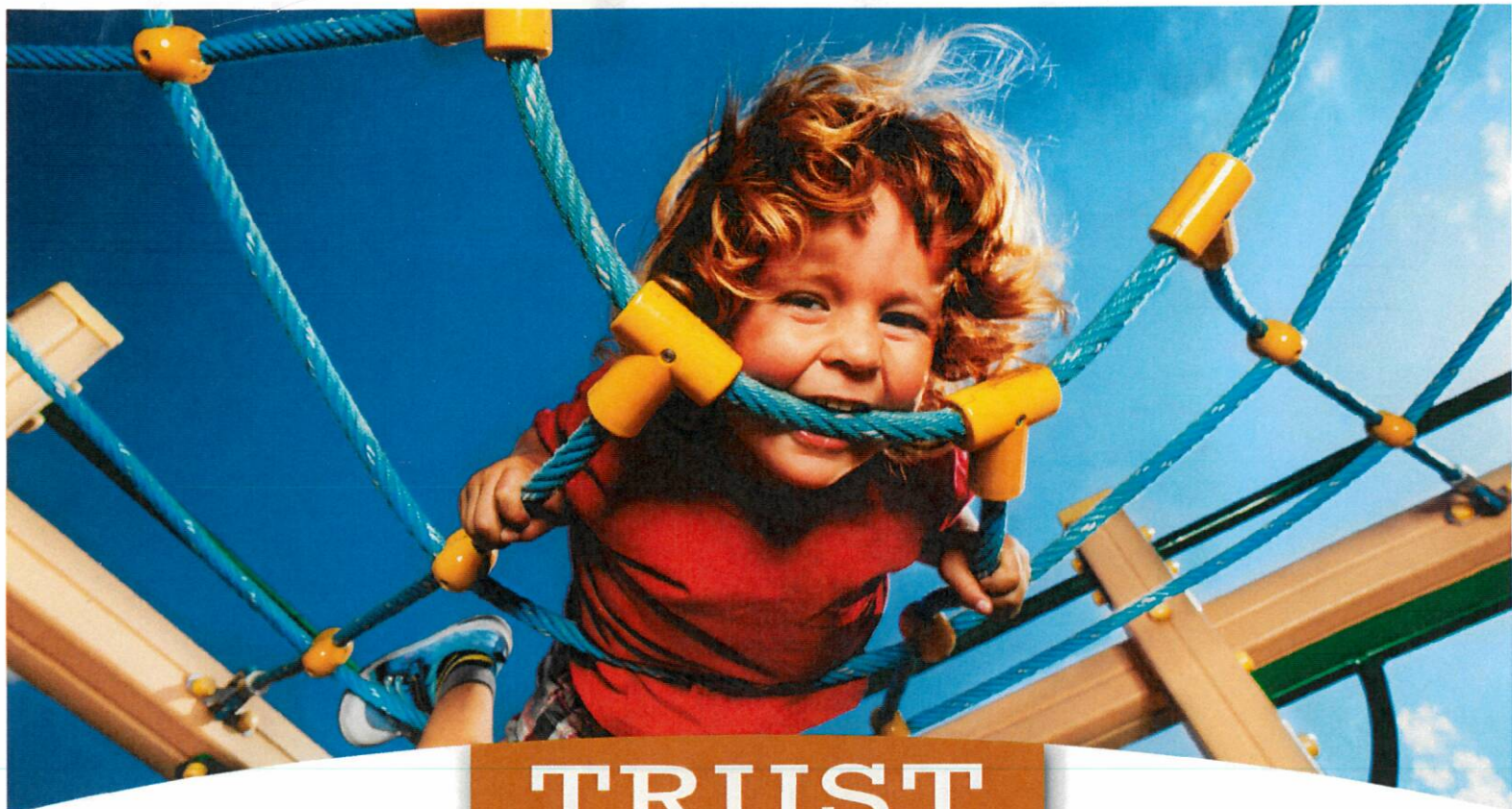
1. Pavilion at Eschenberg Park.
 - a. Steelworx Shelter, 12'x24'.
 - b. Currently there is only a bench in Eschenberg Park. The Committee's hope is that adding a pavilion to the park may increase its use for community events.
 - c. Quoted at \$39,999.00.
 - d. Expected Completion Date: 12/2023.
2. Foot Bridge in Malabar Disc Golf Sanctuary.
 - a. 40' x 4' elevated path crossing a depression marsh from the Basket of Hole # 8 to the Tee Box of Hole #9, and the Basket of Hole #10 to the Tee Box of Hole #11.
 - b. Provide an improved flow of the course and create a picturesque path to view the depression marsh.
 - c. Quoted at \$676.02.
 - d. Expected Completion Date: 10/2023

Total funds expended: \$40,675.02.

Total FCT funds expended: \$40,445.00.

Total General Funds expended: \$230.02.

Expected Completion Date for all Projects: 12/2023.



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Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
4/14/2023	19180

Project Name
Malabar Pavilion



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Customer / Bill To
Town of Malabar Richard Kohler 2725 Malabar Rd. Malabar, FL 32950

Ship To
Town of Malabar Richard Kohler 2725 Malabar Rd. Malabar, FL 32950

Item	Description	Qty	Cost	Total:
CSSD	**SHELTER** Steelworx Shelter, 12x24 GABLE style with 8'eave, 4:12 pitch, powdercoated, 24ga multirib roofing, 4 columns	1	14,492.75	14,492.75
ENGDRAW	Engineered Drawings for Permitting	1	1,020.00	1,020.00
Shipping	Combined Shipping and Freight Charges	1	4,798.80	4,798.80
	Raw Materials			
RMC	Ready Mix Concrete 2500 PSI MIN	7	195.00	1,365.00
RBAR5	No. 5 Rebar	300	1.75	525.00
	Labor and Installation			
FLIFTDAY	Telescopic Fork Lift Daily Rental	1	1,308.10	1,308.10
DELFFEE	Equipment Delivery / Pick Up Fees	1	300.00	300.00
LBR	Labor and Installation	1	16,689.38	16,689.38
PT	Portable Toilet	1	150.00	150.00
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	1	725.00	725.00
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	1,500.00	1,500.00

AGREED AND ACCEPTED:
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

_____/_____/_____
Signature Name / Title Date

Subtotal:
Sales Tax: (7.5%)
Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

Model: Steelworx Gable Shelters w/ Extended Eave, 12' x 24'

Manufacturing Mission: To provide all prefabricated components and installation instructions for a 12' wide by 24' long free standing bolt together, tubular steel constructed shelter kit.

Design Criteria: Structure is typically designed for a 25 lb live load and a 90 mph wind load capacity, but can be designed based on specific site requirements upon request. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

Tubular Steel Columns and Beams: Standard columns dimensions shall be 6" x 6" x 3/16" welded to 5/8" base plate. Main support beams are 7" x 5" x 3/16" and purlins are 6" x 3" x 3/16". Steel sizes are preliminary and may change upon final engineering based on actual site conditions and load requirements (site specific engineering shall be an additional cost).

Roofing: 24 Ga. pre-cut steel Mega-Rib panels with 1 1/2" high ribs at 7.2" o.c. with a Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 11'-0". Attached to structural framing with exposed self tapping screws painted to match roof color. Matching 24 Ga. trim included.

Frame Finish: All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

Foundation: All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing. Optional base plate covers are available at an additional cost.

Hardware: All structural hardware and roofing fasteners shall be provided.

Warranty: 10 years against manufacturer defects.

Not Included: Concrete work of any kind, unloading of product and installation.

Additional Options:

- Flexibility of Design
 - Such as: Height and Pitch
- Additional Engineering
- Variety of Colors
- Decorative Railings, Lattice, Braces, Trim, etc.
- Cupolas and Rooftop Accs.
- Site Furnishings and Accs.
- Provisions for Electrical
- Column Style Variations
- Lexan Wind Screens
- Tongue & Groove Roof Decking
- Asphalt Shingles, Standing Seam, Cedar Shake or Clay Tile Roofing
- Composite Finished Ceiling
- Solar Panels & Solar Lighting

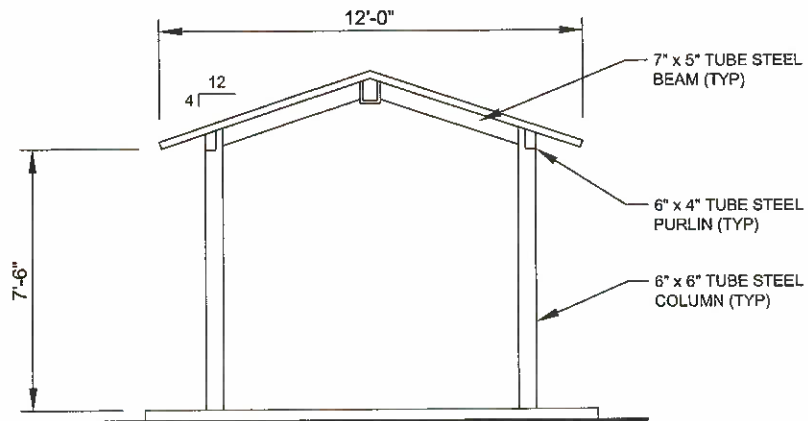


11800 East 9 Mile Road
Warren, MI 48089
Office: (586) 486-1088
Fax: (586) 754-9130
Toll Free: (800) 657-6118
Email: info@coverworx.net
www.CoverWorx.net

Steelworx Gable Shelter w/ Extended Eave - 12' x 24'

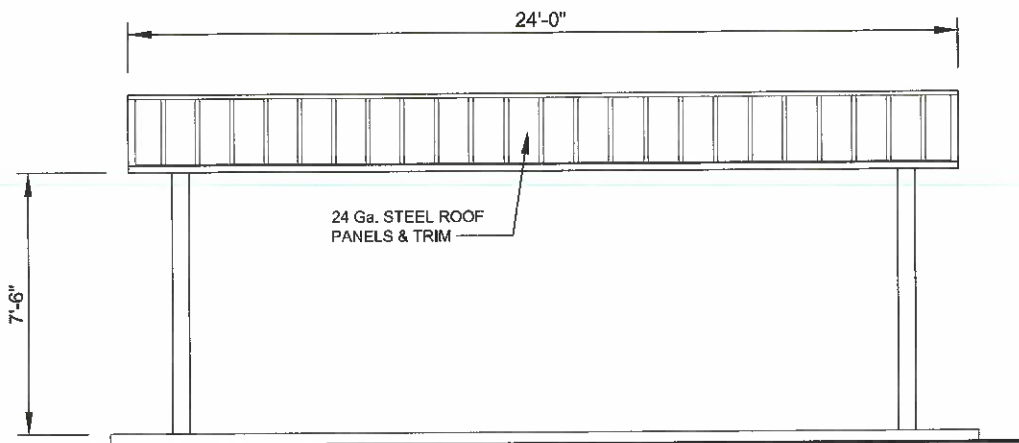
Model: GA-1224-SW-EX

DESIGN SPECIFICATIONS



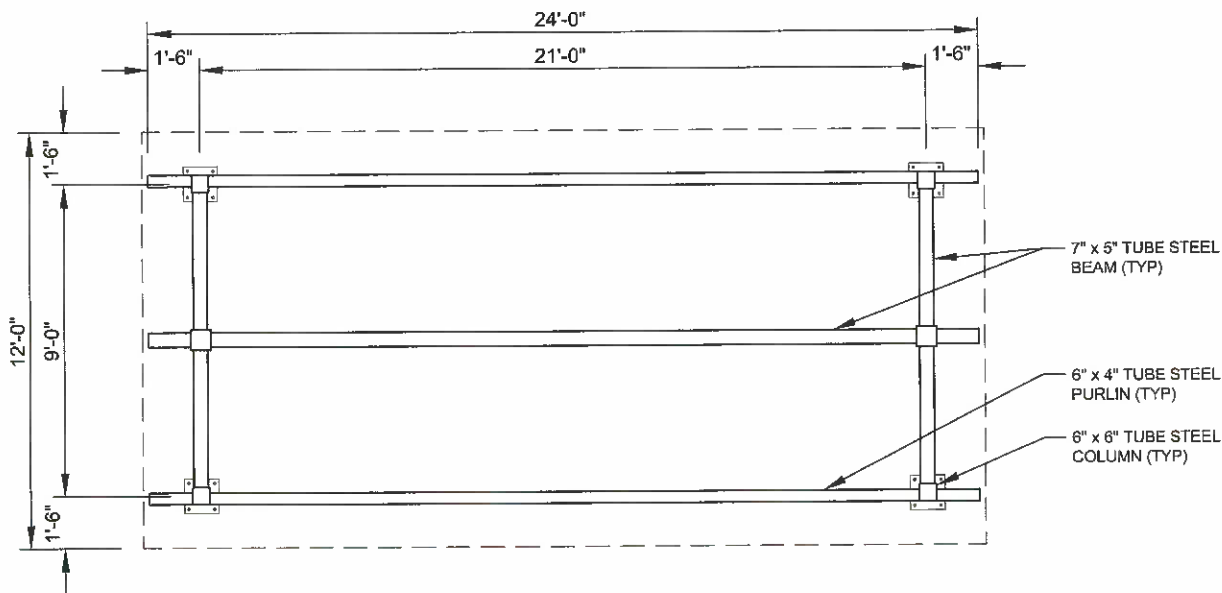
FRONT ELEVATION

SCALE: 3/16" = 1'-0"



SIDE ELEVATION

SCALE: 3/16" = 1'-0"



FRAMING PLAN

SCALE: 3/16" = 1'-0"



11800 East 9 Mile Road
Warren, MI 48089
Office: (586) 486-1088
Fax: (586) 754-9130
Toll Free: (800) 657-6118
Email: info@coverworx.net
www.CoverWorx.net

Steelworx Gable Shelter w/ Extended Eave - 12' x 24'

Model: GA-1224-SW-EX

DESIGN SPECIFICATIONS

COVERWORX COLORS

OPTIONS

All Coverworx Steel Frame, Metal Roof and Trim work panels are available in the colors below. Mix and match to create a look that suits your needs and expresses your style. Choose a frame finish as well as a metal roof color from the following options. Contact our Coverworx sales staff for custom color information and further details.

ROOF COLORS



McDonalds Yellow



Texas Silver Metallic



Terra Cotta



Almond



Slate Gray



Patina Green



Brite Red



Hartford Green



Roman Blue



Surrey Beige



Patrician Bronze



Galvalume Plus



Casco Orange



Preweathered Galvalume



Buckskin



Bone White



Dark Bronze



Colonial Red



Copper Penny



Brandywine



Champagne Metallic



Leadcoat



Silver Metallic



Sandstone



Mansard Brown



Medium Bronze



Regal Blue



Evergreen



Ash Gray



Charcoal



Matte Black

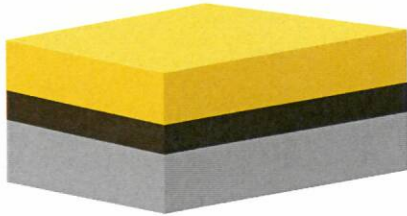


Regal White



POWDER COATING (FRAME) COLORS

Standard RAL Powder colors are also available for only frame color choices



POWDER COATING WITH ZINC RICH PRIMER AND TGIC POLYESTER

Shot blasted steel with factory applied zinc rich primer and TGIC Polyester (5-6 mil min. thickness on exterior and 3 mil min. thickness on interior).

Note: An Optional Super Durable TGIC and graffiti resistant TGIC color or clear coat is available for an upcharge.



Hartford Green



Brandywine



Evergreen



Roman Blue



Matte Black



Ash Grey



Surrey Beige



Regal White



Clay



Dark Bronze



Mansard Brown



Light Stone



Timber Tan



Charcoal



Patrician Bronze



Bone White



Sandstone



Slate Gray



Patina Green



Colonial Red



Medium Bronze



Brite Red



Regal Blue



Autumn Red



Tudor Brown

Bridge Option 1, Trex Enhance Composite Deck Board:

Sold as a 16' board, with a width of 5.5". Sold at \$38.40 per.

4ft wide bridge would require 25 boards = \$960

Bridge Option 2, 1"x6" Pressure Treated Wood:

Sold as a 16' board, with a width of 6". Sold at \$5.28 per.

4ft wide bridge would require 25 boards = \$264

Bridge option 3, 2"x6" Pressure Treated Wood:

Sold as 16' board, with a width of 6". Sold at \$7.05 per.

4ft wide bridge would require 25 boards = \$352.50

Supports, 4"x4"x10" Pressure Treated Wood, sold at \$15.98 per:

Each side has 4 horizontal boards, and 12 vertical supports (5' per).

Horizontal Boards = 8 total = \$127.84

Vertical Supports = 6 total = \$95.88

Total supports = \$223.72

Securing hardware will be determined by product used. Option 1, Trex, has their own specialty fasteners (360 for \$149.00). If Pressure Treated Wood is chosen, general deck crews would suffice (47 4" crews for 9.98, would need approximately 450, or \$99.80.)

Totals for Option 1: Trex Composite

4ft wide bridge = \$960 (Decking) + \$298 (Fasteners) + \$223.72 (Supports) = \$1,481.72

Totals for Option 2: 1"x6" Pressure Treated Wood

4ft wide bridge = \$264 (Decking) + \$99.80 (Screws) + \$223.72 (Supports) = \$587.52

Totals for Option 3: 2"x6" Pressure Treated Wood

4ft wide bridge = \$352.50 (Decking) + \$99.80 (Screws) + \$223.72 (Supports) = \$676.02

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 13.a

Meeting Date: June 5th, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Approve Temporary Extension of Placement of a Travel Trailer While Construction SFR at 2060 Howell Lane – Applicant: Mrs. Butler

BACKGROUND/HISTORY:

Malabar Land Development Code Article V, Section 1-5.15 (attached) allows Council to approve the temporary residential occupancy in a travel trailer on residential property "while a new single-family home is under construction." The application requires a \$500.00 bond that is refundable once the home is completed and the trailer ceases to be used for residential use. If the home is not complete within six-months, the applicant may request one extension.

Council previously granted approval of the placement of a temporary travel trailer on the property at the December 5th, 2022, RTCM. Mrs. Butler has made the required \$500.00 deposit and is requesting a six-month extension. The Building Department has confirmed that there has been significant progress on the SFR, including completed inspections.

ATTACHMENTS:

- Email Exchange Requesting.
- Original Request Documents
- Section 1-5-15 of Town Code.
- Permit Report of 2060 Howell Lane

ACTION:

- Approve.

From: Debby Butler <oneexoticdvm@icloud.com>
Sent: Wednesday, May 24, 2023 11:15 AM
To: Denine Sherear <dsherear@townofmalabar.org>
Subject: Debby Butler

Good morning,

My name is Debby Butler and I am writing this letter to request an extentson on the permit to keep my trailer here and live in it while my house is being built.

Thank you for your consideration in allowing me to stay here while Derek Ziade of Big 5 General Construction builds my home.

Thank you,

Debby Butler, DVM

Richard Kohler

From: Denine Sherear
Sent: Wednesday, May 24, 2023 1:34 PM
To: Richard Kohler
Subject: FW: Debby Butler

fyi

Respectfully,
Denine

Denine Sherear, Building Department Manager Town of Malabar
2725 Malabar Road, Malabar FL 32950

321-768-9129 direct line
office: 321-727-7764 x 1
fax: 321-727-9997
Office Hours: 8:30AM to 5:00PM
Lunch 11:45AM to 12:15AM

-----Original Message-----

From: Denine Sherear
Sent: Wednesday, May 24, 2023 12:01 PM
To: Debby Butler <oneexoticdvm@icloud.com>
Subject: RE: Debby Butler

Richard,

Due to revisions by the property owner/home owner Debby Butler (321-446-4886 oneexoticdvm@icloud.com) the process of building this new home has taken longer then anticipated. The Building Permit number is 1601. The contractor is Derek (321-604-5575 big5floridagc@gmail.com) with Big 5 General Construction. The residence is well under way construction. An extension is requested by home owner to allow the temporary trailer to remain during the build of the new home.

Thank you!

Respectfully,
Denine

Denine Sherear, Building Department Manager Town of Malabar
2725 Malabar Road, Malabar FL 32950

321-768-9129 direct line
office: 321-727-7764 x 1
fax: 321-727-9997
Office Hours: 8:30AM to 5:00PM
Lunch 11:45AM to 12:15AM

-----Original Message-----



LOCATION AGREEMENT
TEMPORARY LOCATION OF MOBILE HOME, CAMPER, ETC.

A Mobile Home may be placed on my property located at 2060 Malabar Lane in Malabar, Florida, on a temporary basis, while my home is being built on that property. I agree that the mobile home shall be removed immediately after completion of construction, approximately six months from this date. I also agree to start action on construction of my residence on the property as soon as possible and be able to show completion or major progress at the end of the six-month period.

In the event the construction is not completed by that date, I will apply to the Town of Malabar for an extension of time. If no progress whatsoever is shown, the Mobile Home will be removed immediately, and I will forfeit the \$500.00 security bond.

- Proof of Ownership
- Survey or Plot Plan showing location
- Description; means of septic hook-up, water and power
- Reason for mobile home on property - SFR Under Construction
- Building Permit # 1601

Signature: _____

Dobley Batten
Owner

Signature: _____

Denise M. Shena

Date: _____

11/30/22

Date: _____

11/30/22

Date Accepted: _____

11/30/2022

Town Clerk: _____

Rich W. Kofler

BP AP SFR Revised 11/2022

Revised
Prepared by:
Peninsula Title Services, LLC
4888 Babcock Street NE
Palm Bay, Florida 32905
File Number: 20-39920
Parcel ID Number: 29-37-01-00-32

Warranty Deed

Made this 18 day of August, 2020, A.D. By **SUSAN BASKIN** a single woman and **DARLENE J. WINTER** a single woman, hereinafter called the grantor, to **DEBBY R. BUTLER**, a single woman, whose address is: 760 August Street SE, Palm Bay, Florida 32909, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Brevard County, Florida, viz:

Q

PARCEL 1:
The North 150.0 feet of the East 3/4 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 1, Township 29 South, Range 37 East, Brevard County, Florida, less and except the East 30 feet for road right of way.

PARCEL 2:
East 3/4 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 1, Township 29 South, Range 37 East, Brevard County, Florida, less the North 150.0 feet thereof and less the South 35 feet and the East 30 feet for road right of way.

Subject to restrictions, reservations and easements of record, governmental authority, if any and taxes for the year 2020 and subsequent years.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Gilberto Comarubias
FIRST WITNESS
Printed Name Gilberto Comarubias

Jan Reyes
SECOND WITNESS
Printed Name Jan Reyes

Susan Baskin (Seal)
SUSAN BASKIN
Address: 4424 Whitsett Avenue #304, Studio City, California 91604

Darlene J. Winter (Seal)
DARLENE J. WINTER
Address: 13600 Marina Point Drive Unit 1001, Marina Del Ray, California 90292

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

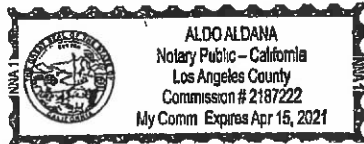
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On August 18, 2020 before me, Aldo Aldana, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Susan Baskin and
Name(s) of Signer(s)
Darlene S. Winter

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Warranty Deed
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



Project: 2060 & 2080 Howell Lane

Figure 1: Aerial Map

TOWN OF MALABAR



AUG 17 2021



2021 Aerial, Brevard County, Florida

RECEIVED

AE Proj #: 211040

Portion of Article V of the Malabar Land Development Code

Section 1-5.15. Parking, storage or use of major recreational equipment

Major recreational equipment is defined as including boats and boat trailers, pickup campers or coaches (designed to be mounted on an automotive vehicle), motorized dwellings, collapsible camping trailers or motorized dwellings, tent trailers and the like, and cases or boxes used for transporting recreational equipment whether occupied by such equipment or not.

1. No major recreational equipment shall be parked or stored in any residential front yard in any residential district for more than forty-eight (48) hours during loading or unloading.
2. No such major recreational equipment shall be used for living, sleeping, housekeeping, office, or commercial purposes when parked or stored on a residential lot, or in any location not approved for such use.
3. No such major recreational equipment shall be located within a public right-of-way.
4. If such equipment is a collapsible camping trailer, the trailer shall be stored in a collapsed state.

Mobile homes or other mobile equipment or structures used temporarily in connection with construction, used as a dwelling, office or sales room may be located temporarily in all districts only after the release of a building permit and during the period of construction activity, under a temporary zoning permit, provided however, said trailer must be removed within ten (10) days after completion of construction.



Permit #: 1601

Permit Date: 01/21/22

Permit Type: Building

Class of Work: 101 - Single Family Houses

Sub-Class of Work: 101 Single Family Houses

Construction Types: TYPE II

Applicant Name: BIG 5 GENERAL CONSTRUCTION INC

Applicant Address: 315 PINE TREE DRIVE

City, State, Zip: INDIATLNTIC, FL 32903

Phone Number: 321-604-5575

Email: big5floridagc@gmail.com

Description: CONSTRUCT NEW SFR TYPE II B PER FL BLDG CODE 2020 7TH ED 4502 UNDER A/C & 5824 TOTAL PER CODE & ENGINEERED DRAWINGS

Class of Work: NEW SFR

Proposed Use: RR65

Project Cost: 465000

Square Feet: 0

Final Date:

Commercial

Permits:

Fire Inspection:

Final Date:

Status: Open

Assigned To:

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
29-37-01-00-32	2060 Howell Lane		Debby R. Butler	321-446-4886	RR65 - Rural Res.

Contractors

Contractor	Primary Contact	Phone	Address	Contractor Type	License	License #
Big 5 General Construction Inc	Derek Ziade	321-604-5575	315 Pinetree Drive		CG	

Inspections

Date	Inspection Type	Description	Scheduled Date	Completed Date	Inspector	Status
05/25/2023	Roof Dry-In		05/25/2023		Sam Sangiorgi	0.Pending
04/11/2023	Footer		04/11/2023	04/11/2023	Edward Roseberry	2.Passed
12/13/2022	Roof Flashing/Sheathing		12/13/2022	12/13/2022	Michael Jerrahian	2.Passed
11/17/2022	Tie Beam		11/17/2022	11/17/2022	Michael Jerrahian	2.Passed
09/20/2022	Tie Beam		09/20/2022	09/20/2022	Kevin Singley	2.Passed
07/01/2022	Pre-Pour		07/01/2022	07/01/2022	Daryl Munroe	2.Passed
06/23/2022	Plumbing Rough In		06/23/2022	06/23/2022	Daryl Munroe	2.Passed
	New Single Fam. Bldg. Masonry Group					0.Pending
	Drainage Inspection				Morris Smith	0.Pending

Fees

Fee	Description	Notes	Amount
Building Permit			\$3,280.00
Drainage			\$50.00
Plan Review Fee - B/P			\$1,640.00
Electrical Permit			\$30.00
A/C			\$30.00
Plumbing Permit			\$30.00
Permit Surcharge DBPR	Permit Surcharge DBPR		\$32.80
Permit Surcharge DCA	Permit Surcharge DCA		\$49.20

Attached Letters

Date	Letter	Description
05/24/2023		Inspection Report
04/10/2023		Inspection Report
12/12/2022		Inspection Report
11/16/2022		Inspection Report
09/19/2022		Inspection Report
06/30/2022		Inspection Report
06/27/2022		Inspection Report
06/23/2022		Inspection Report
01/21/2022		Building Permit

Payments

Date	Paid By	Description	Payment Type	Accepted By	Amount
03/29/2022	DEREK M. ZIADE	91991807			\$5,142.00
				Outstanding Balance	\$0.00

Notes

Date	Note	Created By:
05/23/2023	Called Dr. Butler and requested a letter for an extension on Temporary Trailer 321-446-4886 Received from Treasurer (Lisa) for monies held of \$500.00.	Denine Sherear
12/19/2022	RETURN \$500.00 FOR TEMP -TRAILOR REFUND AFTER CO RELEASED	Denine Sherear

Uploaded Files

Date	File Name
05/23/2023	15503522-Dr D Butler .pdf
03/28/2023	14861553-Butler Mini 1082167-0.pdf
03/28/2023	14861550-Vuelift Mini installation guide 001253 08-m07-2022.pdf
01/10/2023	13914363-Butler Bond Temp Trailer Deposit.pdf
01/10/2023	13914364-Butler Check Image Depost Temp Trailer.jfif

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 13.b
Meeting Date: June 5th, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Memorandum of Understanding for Legal Ads on Brevard County's Website

BACKGROUND/HISTORY:

HB 7049, signed into law on June 1, 2022, allows municipal and county governments to post legal ads on a county run website, as long as it is not more expensive than the local newspaper. Brevard County has been running a trial program for their own departments posting in both Florida Today, and their website since December 1, 2022. This website is now available for municipal government use, pending the approval of the Memorandum of Understanding (MOU).

The MOU dictates that each ad, regardless of size, shall be run for the cost of \$125.00 per ad. This will be billed to the municipalities quarterly. Once the MOU is signed, the Town of Malabar may begin posting their legal ads on the County's website. We are not required to do so, and may choose to continue to post legal ads in Florida Today. Our Town Code requires some legal advertisements be published in a local newspaper. Staff will begin work to amend the code to allow for website publishing as well.

ATTACHMENTS:

- MOU from Brevard County
- Memo from Mr. Don Walker, Brevard County Communications Director

FINANCIAL IMPACTS:

- \$125.00 per ad, billed quarterly.

ACTION:

- Approve.

MEMORANDUM OF UNDERSTANDING
BETWEEN BREVARD COUNTY, FLORIDA, AND
THE TOWN OF MALABAR
POSTING OF LEGAL NOTICES ON PUBLICLY ACCESSIBLE WEBSITE

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into the date of last signature below, by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the “County”) and the Town of Malabar, a political subdivision of the State of Florida (the “Governmental Agency”).

RECITALS:

WHEREAS, Governor DeSantis signed into law Chapter 2022-103, Laws of Florida, which, among other things, allows certain legal notices to be published on a “publicly accessible website”;
and

WHEREAS, in order for such notices to be published online, a “publicly accessible website” either means the County’s official website or other private website designated by the County for the publication of legal notices that is accessible via the internet; and

WHEREAS, the County has determined that a designated private website is the most effective and efficient way of allowing such notices to be posted in accordance with Chapter 50, Florida Statutes (the “Website”); and

WHEREAS, the Governmental Agency understands that it is solely responsible for determining which legal notices must legally be published and what timeframes apply to such postings; and

WHEREAS, the parties find that entering into this agreement serves a public purpose and will allow citizens to more easily search for legal notices, while providing a wider range of readership to the public thereby allowing for greater public participation.

NOW, THEREFORE, the parties hereto mutually agree to the following terms and conditions:

1. **RECITALS.** The above recitals are true and correct, and incorporated herein by this reference.

2. **TERM.** The term of this MOU shall run from the date of last signature below through January 1st, 2024 (the “Initial Term”). Following the Initial Term, this MOU shall automatically renew for consecutive one (1) year periods, unless either party provides the other with a termination notice in writing at least thirty (30) days in advance.

3. **OBLIGATIONS OF GOVERNMENTAL AGENCY.**

A. The Governmental Agency is responsible for ensuring its legal notices are received by the County at least two (2) business days in advance of the time needed for publication. For example, if the notice must be published on Friday, then the notice must be received by the County by 9:00 am on Wednesday.

B. The Governmental Agency has determined that posting notices on the Website is a cost-effective alternative to posting notices in the newspaper.

C. Ensure the appropriate link to the Website is available on the Governmental Agency’s webpage.

D. Designate a liaison to monitor user access management. The Governmental Agency will need to identify personnel that are authorized to submit notices onto the Website. It is the Governmental Agency’s sole responsibility to ensure this list is up-to-date to ensure no unauthorized notices are published.

E. The Governmental Agency is responsible for all issues relating to first-class mail, including, but not limited to, mailing requested notices and maintaining any applicable mailing registry.

F. Include any necessary link(s) on the Governmental Agency’s homepage to ensure the Website is accessible.

4. **OBLIGATIONS OF THE COUNTY.**

A. Once the Governmental Agency has prepared and submitted the notice for posting, the County will post the notice on the Website.

5. **COSTS.** The Governmental Agency shall be responsible for making the following payments:

- A. A flat fee of \$125.00 shall be assessed for **each** notice that is posted on the Website during the Initial Term. This amount is subject to change for each additional renewal year. The County will provide the Governmental Agency written notice at least fifteen (15) days in advance of such price adjustment, which shall take effect on the anniversary of each renewal period.
- B. Affidavits are included in the \$125.00 fee. The Website host will provide any necessary affidavits.
- C. Updates to any notice prior to publication can be made by the Governmental Agency at no additional charge. However, once posted, any updates to a published notice will be considered a new notice and will cost \$125.00. If a posting error is caused by the County, then the cost to publish shall be waived.
- D. Invoices will be sent by the County every three (3) months and must be paid within 45 days.
- E. The flat fee of \$125.00 will be reviewed by the County prior to January 1st of each renewal year. The County shall provide notice of any cost adjustments in writing to the Governmental Agency.

6. **LIABILITY; INSURANCE.**

- A. Neither party, nor its respective officers, employees, or agents, shall assume any liability for the acts, omissions, or negligence of the other party, or the other party's officers, employees, or agents.
- B. The parties agree that nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity or statutory limitations of liability under Section 768.28, Florida Statutes, by either party.
- C. Each party shall acquire and maintain throughout the term of this MOU such liability insurance as required to respond to its obligations under this MOU and Section 768.28, Florida Statutes.

7. **ASSIGNMENT.** Neither party shall enter into any agreement with third parties to delegate any or all of the rights or responsibilities in this MOU without the prior written approval of the other party.

8. **ATTORNEY'S FEES; GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.**

The parties agree:

A. In the event of any legal action between the parties arising out of this MOU, each party shall bear its own attorney's fees and costs.

B. This MOU, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

C. Venue for any legal action brought by either party to interpret, construe, or enforce this MOU shall be in a court of competent jurisdiction in and for Brevard County, Florida.

D. EACH PARTY AGREES TO WAIVE ITS RIGHT TO A JURY TRIAL AND ANY TRIAL SHALL BE NON-JURY.

9. **ENTIRETY OF AGREEMENT.** This MOU, including any attached exhibits, riders, and/or addenda, sets forth the entire agreement between the parties. This MOU shall not be modified unless it is in writing and executed by the authorized representative of each respective party.

10. **TERMINATION.** This MOU may be terminated at any time with at least thirty (30) days advanced written notice ("Termination Period"). The existing notices that have been paid for shall remain available on the Website for public viewing.

11. **NOTICE.** Notice under this MOU shall be by written notice and sent via certified mail to the following representatives:

FOR THE COUNTY

Brevard County Manager
2725 Judge Fran Jamieson Way
Suite C-301
Viera, FL 32940

FOR THE GOVERNMENTAL AGENCY

Town Manager
2725 Malabar Road
Malabar, FL 32950

12. **INTERPRETATION.** Both Parties have had the opportunity to consult with legal counsel and to participate in the drafting of this MOU. Consequently, this MOU

shall not be more strictly or more harshly construed against either party as the drafter.

13. **SEVERABILITY.** If a court of competent jurisdiction finds any sentence, provision, paragraph, or section of this MOU void or unenforceable, the remaining parts of this MOU shall continue to full force and effect as though such sentence, provision, paragraph, section had been omitted from this MOU. The Parties shall use their best efforts to rehabilitate and replace the unenforceable provision or provisions of this MOU with lawful terms and conditions approximating the original intent of the Parties.
14. **FURTHER ASSURANCES.** Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this MOU.
15. **HEADINGS AND CAPTIONS.** All headings and captions herein contained are for the convenience of the parties, and may not be used to define, interpret, or construe any provision of this MOU.
16. **AUDIT RIGHTS AND PUBLIC RECORDS.** Both parties agree and understand to comply with the requirements of Chapter 119, Florida Statutes, pertaining to public records.
17. **COUNTERPARTS AND AUTHORITY.** This MOU may be executed in counterparts all of which, taken together, shall constitute one and the same MOU. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have hereunto set their hands and seals on the day and year last written below.

WITNESS

BREVARD COUNTY, FLORIDA

By: _____
Frank Abbate, County Manager

WITNESS

GOVERNMENTAL AGENCY

By: _____
Name, Title



BOARD OF COUNTY COMMISSIONERS

Communications/SCGTV Office


2725 Judge Fran Jamieson Way

Building C, Room 301

Viera, Florida 32940

Inter-Office Memo

TO: Department/Office Directors

FROM: Don Walker, Communications Director 

SUBJECT: Legal Advertisements and Rate Structure

DATE: May 25, 2023

As you are aware, County departments began a trial period of posting legal ads not only in Florida Today, but simultaneously on the County website, on Dec. 1, 2022. On March 1, 2023, we began publishing some ads (those identified for approval by the County Attorney) exclusively on the County website. This was made possible by **HB7049**, which was signed into law June 1, 2022, by the Governor.

On Tuesday, May 23, 2023, the Board of County Commissioners approved agenda item F.25, which authorizes the County Manager to execute Memorandums of Understanding with external governmental agencies (municipalities, Charter offices, Brevard Public Schools) to begin posting legal advertisements on the County website.

As part of the agenda item, an advertisement flat rate of \$125 per ad was approved. That rate was established based on department estimates/guesstimates for the number of ads that would be posted this year on the County website. We are in the process of implementing an invoicing system and will bill according to number of ads your department has placed on our website for the period of March 1-May 31. The second billing period will be from June 1-Sept 30, and then will occur on a quarterly basis beginning Oct. 1.

Also as part of Tuesday's agenda item, external agencies may begin posting their ads to the County website on June 1. As more of these external agencies begin to post their ads on our website, and as the state Legislature works to remove ambiguities in **HB7049** that currently prevent us from posting some ads on our website due to conflicting state statutes, we fully anticipate the flat-rate of \$125 will decrease in the future and continue to save your departments, the County, and the external governmental agencies money on the cost of posting legal advertisements.

cc: Administrative Assistants

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 13.C

Meeting Date: June 5th, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Request by Donald Foley to contract or deannex property from the Town of Malabar

BACKGROUND/HISTORY:

A request by Mr. Donald Foley on behalf of the property owners to contract or deannex the properties described in the attached deeds from the Town of Malabar.

F.S. 171.051 governs the process for a contraction or deannexation of property from a municipality. Mr. Donald Foley on behalf of the owner, has requested such a contraction or deannexation. The council is required by statute to immediately undertake a study of the feasibility of such proposal and shall, within 6 months, either initiate proceedings to adopt an ordinance for contraction or deannexation or reject the petition, specifically stating the facts upon which the rejection is based.

The statute does not provide any guidance regarding who conducts the feasibility study; however, the Town Attorney advises that town staff may perform the study taking into consideration the following statutory criteria:

1. Does the area in question meet the criteria for annexation set forth in s. 171.043 (property which fits the requirements of s. 171.043, F.S., may not be excluded from a municipality)
2. If the area proposed to be excluded does not meet the criteria of s. 171.043, but such exclusion would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed.

Mr. Foley has provided payment, per the Town's Fee Resolution for Requests for Council Action on an item not specifically provided for in the administrative fee schedule regarding matters of land development.

Staff has done an extensive review of the request and reports the following findings:

1. Staff does not believe that the "Petition" was submitted by 15% of the qualified voters in an area desiring to be excluded from the Town. "Painted Acres Partnership LLLP" and the "Berri Patch III, Inc." are indicated as the submitting parties and they cannot be "qualified voters".
2. In regard to Contraction procedures, if a property would qualify for annexation, it cannot be contracted from the Town. The property in question, in staff's opinion, would be annexable if there was a petition for annexation proposed to the Town, and therefore cannot be contracted.

ATTACHMENTS:

- a. Review by Attorney Bohne
- b. Agenda Item Request Form submitted by Mr. Donald Foley requesting deannexation.
- c. Copy of Deed for property.
- d. Map of the area
- e. Copy of F.S. 171.043 - Character of the area to be annexed.

ACTION:

- a. Motion to approve or deny the Contraction/Deannexation request.

To: Town Council Town of Malabar

From: Town Staff

**Re: Feasibility Study Pursuant to Florida Statute 171.051 for Contraction Request by
“Painted Acre Partnership LLLP” and “Berri Patch III, Inc.”**

INTRODUCTION

Municipalities may redraw their boundaries through the contraction process, often referred to as deannexation. The municipal governing body or the resident of an area may propose deannexation, which may be subject to a referendum in certain cases. An area may only be proposed for deannexation if it would not meet the criteria for annexation under current law.

An area may be considered for exclusion upon the passage of an ordinance by the municipality proposing exclusion or by the filing of a petition by 15 percent of the qualified voters¹ of the area requesting exclusion. For a contraction proposal initiated by petition, the governing body must conduct a study on the feasibility of the proposal and, within six months, decide to initiate contraction procedures or reject the petition and state the factual basis for such rejection

An area removed from a municipality must fail to meet the criteria for annexation. Under these criteria, an area to be annexed must be contiguous to the annexing municipality, must be reasonably compact, and must not be located within the boundaries of another municipality. An area must also meet one of the following criteria:

- The area is developed for urban purposes;
- The area links the municipality with areas developed for urban purposes; or
- At least 60 percent of the boundary of the area is adjacent to the municipal boundary and lands developed for urban purposes.

¹ The “Petition” in this matter was filed by “Painted Acre Partnership LLLP” and “Berri Patch III, Inc.” neither of which is a “qualified voter” and it is highly questionable whether the “Petition” is a valid request under the statute. However, in an abundance of caution, and without prejudice to the issue of whether the “Petition” was submitted by the “qualified voters” the Town Staff will proceed with compiling this feasibility study. “Qualified voter” means **any person** registered to vote in accordance with law.

The results of the contraction must not separate any portion of the municipality from the rest of the municipality.² An area that has been deannexed is no longer subject to municipal laws, ordinances, or regulations and becomes subject to any laws, ordinances, or regulations of the county as of the effective date of the deannexation.

I. STATUTORY REQUIREMENTS AND PROCESS FOR CONTRACTION

Chapter 171 of the Florida Statutes is the Municipal Annexation and Contraction Act (“Act”).³ The Act sets forth a process for contraction of municipal boundaries and specific required criteria for lands proposed for contraction.⁴ This Report has been prepared at the direction of the Town Council in response to a petition submitted under the provisions of the statute that allow a petition of 15% of the qualified voters in an area desiring to be excluded from the municipal boundaries.⁵ The process of review of a citizen contraction petition includes: (1) verification of the required petition signatures⁶, (2) preparation of a feasibility study of the proposed contraction for the City, which is this Report, and (3) determining whether the land proposed for contraction meets the criteria for contraction of municipal boundaries pursuant to FS §§171.052 and 171.043, which is discussed in this section of the Report.⁷

If the proposed Contraction Area fulfills the statutory criteria for contraction, then the Town Council shall either: (1) initiate contraction proceedings under FS §171.051(1), or (2) reject the petition, specifically stating the facts upon which the rejection is based. The statutory process and criteria in FS §171.052 and 171.043 determine whether an area may be considered for contraction from municipal boundaries, not whether the proposed contraction is feasible or reasonable. The Florida Attorney General’s Office has opined that, in addition to compliance

² F.S. §171.052(1)

³ F.S. §171.011.

⁴ F.S. §171.052 Criteria for contraction of municipal boundaries.—

(1) Only those areas which do not meet the criteria for annexation in s. 171.043 may be proposed for exclusion by municipal governing bodies. If the area proposed to be excluded does not meet the criteria of s. 171.043, but such exclusion would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed.

(2) The ordinance shall make provision for apportionment of any prior existing debt and property.

⁵ F.S. §171.051(2). The current applicant is the only property owner.

⁶ The Town was satisfied with the signature on the “petition”. The Town does not have a Petition/Application for Deannexation/Contraction and was satisfied with the initiating document submitted.

⁷ F.S. §171.051(2).

with FS §171.043 being sufficient grounds for rejecting a petition for initiation of contraction procedures, “a municipal governing body would appear to have broad discretion under the statute to reject any such petition, so long as it specifically states its reasons therefor.”⁸

II. CONTRACTION CRITERIA

Only those areas that do not meet the criteria for involuntary annexation under FS §171.043 may be proposed for contraction.⁹ In other words, if the area proposed for contraction fulfills the criteria in FS §171.043, then the area is not appropriate for contraction.¹⁰ The Contraction Area analyzed in this Report is defined in the Petition as “705-715 Malabar Road”.

⁸ Florida AGO 76-221. “[I]t would certainly seem that a finding of compliance with s. 171.043 would constitute sufficient grounds for rejecting a petition for initiation of contraction procedures. However, a municipal governing body would appear to have broad discretion under the statute to reject any such petition, so long as it specifically states its reasons therefor.” See also, Order denying Petition for Writ of Certiorari, *Orlampa, Inc. v City of Polk City*, 2010CA-007881, Tenth Judicial Circuit for Hardee, Highlands, and Polk County, Florida, Nov. 23, 2011 (upholding Polk City Council’s rejection of petition for contraction finding City’s decision was supported by competent substantial evidence).

⁹ §171.043 Character of the area to be annexed.—A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

(1) The total area to be annexed must be contiguous to the municipality’s boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

(2) Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

(3) In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The purpose of this subsection is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes and, where necessary, to include areas which at the time of annexation are not yet developed for urban purposes whose future probable use is urban and which constitute necessary land connections between the municipality and areas developed for urban purposes or between two or more areas developed for urban purposes.

¹⁰ If an area sought to be contracted meets the criteria for annexation under F.S. 171.043 contraction is not permitted.

The proposed Contraction Area reviewed in this Report can be considered as fulfilling the requirements of FS §171.043(1), (2), and (3), and therefore is arguably not appropriate for contraction. The specific criteria are discussed in more detail below. It is possible that a court could determine that the Contraction Area does not fulfill the required criteria and therefore could be contracted. However, continuing to include the Contraction Area, as it exists today and is planned for in the future, within the Town of Malabar clearly furthers and implements the policies and intent of the Act. Regardless of the Town Council's determination on whether the Contraction Area meets the requirements of FS §171.043, the existing circumstances of the Contraction Area and the policies of the Act may reasonably be considered by the Town Council when evaluating the suitability and feasibility of the proposed Petition for Deannexation/Contraction.

A. Characteristics of the Contraction Area

As a practical matter, it must be the Contraction Area as it currently exists that is evaluated against the criteria for contraction of municipal boundaries described in FS §171.043 and §171.052. There have been significant changes in the proposed Contraction Area since the that should be considered when evaluating the proposed Petition. The Contraction Area is approximately 5 acres of land within the Town boundary and consists of a daycare and vacant land.¹¹

It appears that the property owner is upset with the Town because it will not approve an adult living facility on part of the vacant land and may believe that either Brevard County or some other municipality which may annex the property will approve such a facility. The Town Staff perceives that that if the property is deannexed and subsequently proposed to be developed as an adult living facility the Town would challenge such a request. The current zoning for the Contraction Area is OI and an adult living facility is a conditional use in such zone. Previously, the Council denied a conditional use application for this property for an adult-living facility.

¹¹ The Town and Painted Acres has been involved in a protracted litigation which was tried in Circuit Court under the Bert Harris Act". The Circuit Court ultimately ruled in favor of the Town and found no Bert Harris Act violation for the denial of a conditional use permit for an adult living facility.

B. Application of Contraction Criteria to Contraction Area

For the Contraction Area to be appropriate for contraction, it must *fail* to meet the general standards of subsection (1) and either subsection (2) or subsection (3) of FS §171.043

1. Subsection (1): The first required criteria of FS §171.043 is that the area to be annexed must be contiguous to the municipality's boundaries and reasonably compact, and no part of the area shall be included in another incorporated municipality.

No part of the Contraction Area is an enclave under §171.031(13)(b). The Contraction Area is enclosed by the Town (3 sides) and is not surrounded by another municipality and currently bounded a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality. . Enclaves cannot be created and a deannexation could result in the creation of an impermissible enclave.¹² Should the property be contracted it would be “enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.” The Contraction Area is reasonably compact, contiguous with the Town's boundaries, and no part is included within any other municipality.

The Contraction Area is bounded by the Town on 3 sides and is therefore contiguous to the Town. The Contraction Area is generally a rectangular property and is compact and not irregularly shaped or spread out. There are no finger projections, serpentine patterns or pockets which form contiguity with the Town. Therefore staff concludes that annexation would be appropriate under 171.043(1). But that doesn't end the inquiry. Even though annexation is met under subsection (1) the criteria of subsections (2) and (3) must also be met.

¹² “Enclave” means:

- (a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or
- (b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.

2. Subsection (2): The second criterion is that *part or all of the area to be annexed* must be developed for urban purposes.¹³ Under this subsection, an area developed for urban purposes is defined as any area which meets at least one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

Subsections (a) and (b) seem to be inapplicable as the Contraction Area does not have any resident population.

Because the statute simply requires that “part” of the area to be annexed be developed for urban purposes, the remaining Contraction Area is not required to be developed for urban purposes to fulfill the requirements of FS §171.043(2)(c). It appears that at least 60% of the total lots and tracts *in the area* are used for urban purposes. The Contraction Area clearly is used for urban purposes as the property is currently used for a commercial purpose, i.e., a day care. Across Malabar Road the property perpendicular to the Contraction Area is used as a hospital and associated medical facilities. There are significant commercial type uses to the west of the Contraction Area and a professional plaza to the east on the south side of Malabar Road. Further east along Malabar Road is a mobile home park on the north side of Malabar Road and a single home residential community on the south side of Malabar Road, both meeting the definition of “Urban Purposes.”

¹³ “Urban purposes” means that land is used intensively for residential, commercial, industrial, institutional, and governmental purposes, including any parcels of land retained in their natural state or kept free of development as dedicated greenbelt areas.

3. Subsection (3): The third criterion provides that in addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The purpose of this subsection is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes and, where necessary, to include areas which at the time of annexation are not yet developed for urban purposes whose future probable use is urban and which constitute necessary land connections between the municipality and areas developed for urban purposes or between two or more areas developed for urban purposes.

In addition to fulfilling subsection (2)(c) of FS §171.043, the Contraction Area reflects the purposes and goals of subsection (3) and fulfills the criterion in subsection (3)(b). It is indisputable that more than 60% of the external boundary is adjacent to the Town's boundary and areas developed for urban purposes. Clearly, the external boundaries of the Contraction area, East, West, and South sides of the area are bounded by the Town. Malabar Road, SR 514 bounds the North side and immediately across Malabar Road is the Palm Bay Hospital.

Because the Contraction Area is contiguous and reasonably compact, because the Contraction Area includes existing areas developed for urban purposes, and because the Contraction Area contains areas lying between the area developed for urban purposes and the Contraction Area is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes the proposed Contraction Area fulfills the requirements of §171.043 and is not appropriate for contraction.

Regardless of whether the Town Council finds that the proposed Contraction Area does or does not fulfill the requirements of §171.043, the characteristics of, as well as future planning for development and infrastructure, lands within the Contraction Area support findings that the Contraction Area is suitable for remaining within the Town boundaries. Continued inclusion of the Contraction Area within the municipal boundaries of the Town will further the purposes and goals of the Act, including ensuring sound urban development and accommodation to growth, ensuring the efficient provision of urban services to areas that become urban in character, and ensuring that municipal services can and will be provided within the Contraction Area.¹⁴ Findings related to the existing characteristics of the Contraction Area may be considered by the Town Council in determining the feasibility and advisability of the proposed boundary contraction in the Petition.

B. CONCLUSION

The Staff does not believe that the “Petition” was submitted by 15% of the qualified voters in an area desiring to be excluded from the Town. “Painted Acres Partnership LLLP” and the “Berri Patch III, Inc.” are indicated as the submitting parties and they cannot be “qualified voters”.¹⁵

¹⁴ F.S. §171.021

¹⁵ 97.041 Qualifications to register or vote.—

(1) (a) A person may become a registered voter only if that person:

1. Is at least 18 years of age;
2. Is a citizen of the United States;
3. Is a legal resident of the State of Florida;
4. Is a legal resident of the county in which that person seeks to be registered; and
5. Registers pursuant to the Florida Election Code.

(b) A person who is otherwise qualified may preregister on or after that person’s 16th birthday and may vote in any election occurring on or after that person’s 18th birthday.

(2) The following persons, who might be otherwise qualified, are not entitled to register or vote:

(a) A person who has been adjudicated mentally incapacitated with respect to voting in this or any other state and who has not had his or her right to vote restored pursuant to law.

(b) A person who has been convicted of any felony by any court of record and who has not had his or her right to vote restored pursuant to law.

(3) A person who is not registered may not vote.

To qualify as an elector of a municipality the following applies:

In regards to Contraction procedures, if a property would qualify for annexation, it cannot be contracted from the Town. The property in question, in staff's opinion, would be annexable if there was a petition for annexation proposed to the Town and therefore cannot be contracted.

As stated above, the subject property is contiguous to the Town's boundaries and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality. "Contiguous" means that a substantial part of a boundary of the territory sought to be annexed by a municipality is coterminous with a part of the boundary of the municipality. Clearly the subject property meets this definition and at least 3 sides of the rectangular property is coterminous with the Town.

Staff recommends that the contraction request be denied.

166.032 Electors. — Any person who is a resident of a municipality, who has qualified as an elector of this state, and who registers in the manner prescribed by general law and ordinance of the municipality shall be a qualified elector of the municipality.



**AGENDA ITEM REQUEST FORM
MALABAR TOWN COUNCIL**

TOWN OF MALABAR
NOV 15 2022
RECEIVED

Please mail completed form to:

Town of Malabar
2725 Malabar Road
Malabar, Florida 32950

NAME: Painted Acre Partnership LLC, Donald Foley

ADDRESS: Berri Patch III, Inc
705-715 Malabar Rd
Malabar, FL 32950

TELEPHONE: 321 720-2588
(Home) Cell (Business)

Please state the item you wish to have placed on the Town Council Agenda.

As soon as possible

Please summarize pertinent information concerning your requested Agenda item and attach applicable documents.

Refusal of the Town Officials to allow the construction of an assisted living facility under the 2012 Code. (See current lawsuit)

Please state desired action by Town Council.

De-annexation of the 5 acre property described as Tax Folio # 2961453 AKA 705-715 Malabar Rd, Malabar, FL 32950

Signed: Donald Foley, Gen Partner

Date: November 14, 2022

Prepared By and Return to:
David M. Presnick, Esquire
96 Willard Street, Suite 302
Cocoa, Florida 32922



CFN:2003203402 07-08-2003 09:01 am
OR Book/Page: 4969 / 2612

WARRANTY DEED

THIS WARRANTY DEED, executed this June 23, 2003, by **DONALD E. FOLEY**, individually, and as Trustee of the **HOLIDAY TRUST DATED NOVEMBER 12, 1989** and **VIRGINIA T. FOLEY**, individually and as Trustee of the **STRAWBERRI TRUST DATED OCTOBER 7, 1993**, each as their respective interests may appear, (hereinafter called the "Grantor") to **PAINTED ACRE PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose post office address is 200 Strawberri Lane, Melbourne Beach, Florida 32951, (hereinafter called the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the sufficiency and receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Brevard County, Florida, namely:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

Subject to:

- (a) Zoning, restrictions, prohibitions and other requirements imposed by governmental authority;
- (b) Restrictions and matters appearing on the plat or otherwise common to the subdivision;
- (c) Public utility easements of record; and
- (d) Ad valorem taxes and solid waste charge for the year 2002 and subsequent years which are not yet due and payable.

This deed was prepared without a review or examination of the title to the above described property and no opinions or representations are being made either expressly or impliedly by David M. Presnick, Esquire, or Amari & Theriac, P.A.

Grantor herein warrants and represents that neither of them individually nor their spouse nor any member of their family reside upon said property and that said property is not homestead property as defined under Florida Constitution.

Scott Ellis
Clerk Of Courts, Brevard County

#Pgs: 9	#Names: 4	Rec: 37.00	Serv: 0.00
Trust: 5.00			Excise: 0.00
			Int Tax: 0.00
			Mitg: 0.00



CFN:2003203402

OR Book/Page: 4969 / 2613

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Manuel J. Silva
Print Name: MANUEL J. SILVA

Debbie Pisciotto
Print Name: Debbie Pisciotto

Manuel J. Silva
Print Name: MANUEL J. SILVA

Debbie Pisciotto
Print Name: Debbie Pisciotto

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this June 23, 2003, by **Donald E. Foley**, individually and as Trustee of the Holiday Trust Dated November 12, 1989 and **Virginia T. Foley**, individually and as Trustee of the Strawberri Trust Dated October 7, 1993, who are personally known to me or have produced _____ as identification.

HOLIDAY TRUST DATED NOVEMBER 12, 1989
Donald E. Foley
Donald E. Foley, individually and as Trustee
200 Strawberri Lane
Melbourne Beach, Florida 32951

STRAWBERRI TRUST DATED OCTOBER 7, 1993
Virginia T. Foley
Virginia T. Foley, individually and as Trustee
200 Strawberri Lane
Melbourne Beach, Florida 32951

Deborah A. Pisciotto
NOTARY PUBLIC



Deborah Pisciotto
My Commission CC948627
Expires June 25, 2004



CFN:2003203402

OR Book/Page: 4969 / 2618

PARCEL 12

Commencing at the Southwest corner of the East 1/2 of the Southeast 1/4 of Section 8, Township 27 South, Range 37 East, Brevard County, Florida; thence run N 02°15'20"E, along the West line of said East 1/2, a distance of 1647.85 feet to the POINT OF BEGINNING of the herein described parcel of land: thence run S 89°10'02" E a distance of 732.99 feet to a point on the West right-of-way line of Avocado Avenue, as now laid out and in use (80 feet total); thence run N 31°20'04"W, along said westerly right-of-way line a distance of 117.88 feet; thence run N 89°10'02"W, a distance of 211.18 feet; thence run N 02°15'20"E, a distance of 50.00 feet; thence run N 89°10'02"W a distance of 456.57 feet to a point on the West line of the East 1/2 of the Southeast 1/4 of said Section 8; thence run S 02°15'20"W along said West line a distance of 150.00 feet, to the POINT OF BEGINNING.

1316
1335

PARCEL 13

A portion of the South 100.0 feet of the North 800.0 feet of Government Lot 3, lying East of State Road A1A, Section 6, Township 30 South, Range 39 East, Brevard County, Florida, and being more particularly described as follows: From the intersection of the North line of above described parcel and the Easterly right of way of said A1A, a 100.0 foot right of way, as presently located, run S 89°04'30" E along the North line of above described parcel; a distance of 185.0 feet to the Point of Beginning of the herein described parcel; thence continue S 89°04'30 E a distance of 297 feet, more or less, to and into the waters of the Atlantic Ocean; thence run Southeasterly in the waters of said Atlantic Ocean a distance of 115 feet, more or less, to the South line of the North 800.0 feet of said Government Lot 3; thence run N 89°04'30" W a distance of 336.3 feet, more or less; thence run N 06°35'19" W distance of 100.87 feet to the Point of Beginning, together with a 20.0 feet ingress and egress easement over the following described parcel: A portion of the South 100.0 feet of the North 800.0 feet of Government Lot 3, lying East of State Road A1A, Section 6, Township 30 south, Range 39 East, Brevard County, Florida, and being more particularly described as follows: From the intersection of the North line of above described parcel and the Easterly right of way of said A1A, a 100.0 foot right of way, as presently located, said point also being the Point of Beginning of the herein described parcel; thence run S 89°04'30" E a distance of 185.0 feet; thence run S 06°35'49" E a distance of 100.87 feet; thence run N 89°04'30" W a distance of 145.0 feet to the Easterly right of way line of said State Road A1A; thence run N 27°05'25" W along said right of way a distance of 113.27 feet to the Point of Beginning. Containing 16,499.553 square feet, and 0.379 acres, more or less, and being subject to a 20.0 foot wide ingress and egress easement over the Northerly 20.0 feet thereof. Containing 22,565.45 square feet, 0.518 acres, more or less, and being subject to easements and rights of ways of record.

Duplex

PARCEL 14

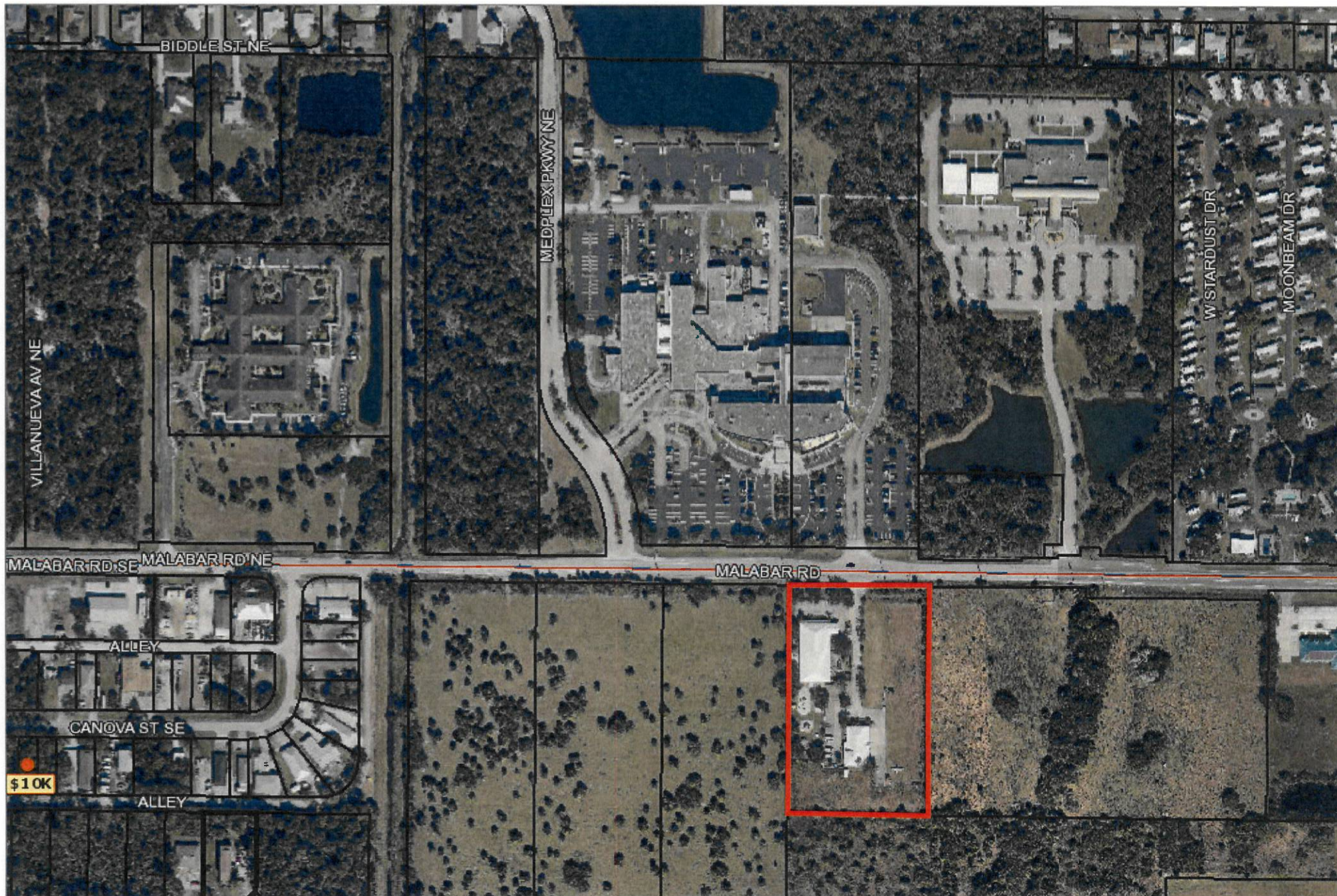
BERRI, PATEL 3

The West five acres of Lot 1, PIERCE MANGURIAN SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 43, Page 54, Public Records of Brevard County, Florida.



Dana Blickley, CFA
PROPERTY APPRAISER
Brevard County

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<u>Title XII</u> MUNICIPALITIES	<u>Chapter 171</u> LOCAL GOVERNMENT BOUNDARIES <u>Entire Chapter</u>	SECTION 043 Character of the area to be annexed.
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171.043 Character of the area to be annexed.— A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

(1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

(2) Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

(3) In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The purpose of this subsection is to permit municipal governing bodies to extend corporate limits to include all nearby areas developed for urban purposes and, where necessary, to include areas which at the time of annexation are not yet developed for urban purposes whose future probable use is urban and which constitute necessary land connections between the municipality and areas developed for urban purposes or between two or more areas developed for urban purposes.

History.—s. 1, ch. 74-190; s. 2, ch. 76-176.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 14.a

Meeting Date: June 5, 2023.

Prepared By: Matthew Stinnett, Town Manager

SUBJECT: Town Hall Staffing

BACKGROUND/HISTORY:

At previous RTCMs, we have had discussion about several different ideas for adding positions to the staff at town hall including treasurer, data entry specialist, receptionist, administrative assistant, deputy clerk, bookkeeper.

The primary objective is to find someone that can take care of various ancillary tasks delegated to them by the Town Manager, Clerk and SPM/Treasurer such as researching, analyzing information, drafting reports, data entry, attending meetings to take notes or represent the interests of the executive staff when they have other engagements. They would be expected to have at least an associate degree and capable of producing a professional work product under limited supervision.

A secondary objective is to find someone that can assist with basic receptionist tasks such as greeting walk-ins, answering simple questions, directing phone calls, processing mail, ordering supplies etc.

In addition to current needs, the building department is also expecting to lose the part time permitting clerk in the spring of 2024.

Position titles, job descriptions, and salary ranges serve two purposes to attract talent and communicate expectations of the hiring organization. The hiring process, especially in a tight labor market like today, is a two-way interview to find someone that is a good fit. From an operational standpoint these positions will ultimately report to the Town Manager. To advertise and select the best candidates a budget needs to be set by Council.

The title of executive assistant (executive secretary, executive administrative assistant) can be described as providing high level administrative support to multiple executives, requires excellent verbal and written communication skills, good judgement, and an intuitive ability to support and meet the needs of others while effectively managing their time to meet deadlines. For this position I would request a salary budget not to exceed \$65,000 this position could be partially funded by the building department as it would be expected to contribute significantly to the department; perhaps eventually acting as the secretary for the BOA and P&Z meetings.

The title of receptionist or administrative assistant would meet the secondary objective. For this position I would request a budget for hourly wages not to exceed \$19/hour (\$39,520 annually). This position could also be partially funded by the building department and replace the part time permitting clerk in 2024.

ATTACHMENTS:

FINANCIAL IMPACT:

- Reclassification of budget for Treasurer to Executive Assistant \$65k salary plus benefits
- Add budget for Receptionist or Administrative Assistant position \$39,520 salary plus benefits

ACTION OPTIONS:

Discussion, action as directed by Council.

TOWN OF MALABAR

COUNCIL MEETING

Agenda Item 14.b

Meeting Date: June 5, 2023

Prepared By: Lisa Morrell, Special Projects Manager

SUBJECT: Town Welcome Signs (Mayor Reilly)

BACKGROUND

The condition of Town boundary welcome signs are deteriorating, most noticeably is the sign located on the west end of Malabar Road from Palm Bay city limits. Most of the wood signs originate from the 2007 era with professional refurbishment from a sign vendor as well as Town volunteer's that have re-painted by hand during their existence on roadways and Town facilities.

The Town has an awarded contract for Parks, Facility and Wayfinding signs to Southeastern Lighting Solutions of Daytona from RFP#22-01. The Town utilized the contract to create standard signage with a material hardy against the outdoor elements, coated to prevent graffiti damage, and has a ten (10) year maintenance cycle and retardant to graffiti at Malabar Community and Disc Golf Parks. New one-sided signs have been replaced at these locations and are currently in service.

Roadway Signs pictured dated 05/2023:

Malabar Road West Sign



Tom Eschenberg Park Sign



Weber Road Sign



Corey Road Sign



Comparison of Old and New Parks Signs dated 10/2022:

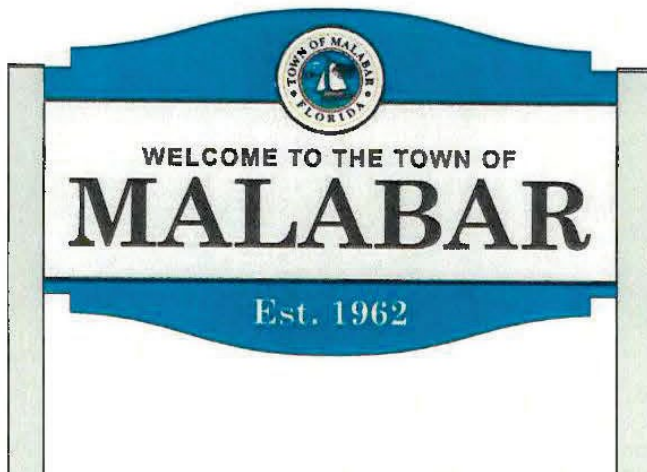
Old Malabar Community Park Sign



Old Malabar Community Park Sign



Contract Template Design



ATTACHMENTS

Attachment B- Proposal Pricing Sheet.PDF

FINANCIAL IMPACT

The awarded RFP includes one sided roadway Town Welcome Sign with a dimension of 48' wide x 29" height totaling \$2597.08; the pricing includes text information design, fabrication, delivery and installation.

ACTION

For discussion and possible action and or direction by Town Council

**ATTACHMENT B - PROPOSAL PRICING SHEET
RFP# 2022-01 PARKS, FACILITY, WAYFINDING SIGNS**

Sign	Sign Material Proposed	Proposed Sign Size	Fabrication Sign Cost	Design Costs	Delivery Fee	Installation Fee	If Wood Material, Estimated Maintenance
Facility: Town Hall	CPHL 1/2"	48'wx46h	2923..50	\$ 90.00	\$ 100.00	\$ 550.00	10 year warranty & frame
Facility: Fire Department	CPHL 1/2"	60wx45h	\$ 2,487.86	\$90.00	\$ 100.00	\$ 550.00	10 year warranty & frame
Facility: Public Works Facility	CHPL 1/2"	30wx30h	\$ 1,618.20	\$ 90.00	\$ 100.00	\$ 450.00	10 year warranty & frame
Road: Welcome	CPHL 1/2"	48wx29h	\$ 1,857.08	\$ 90.00	\$ 100.00	\$ 550.00	10 year warranty & frame
Road: Trails & Greenways	CPHL 1/2"	45wx60h	\$ 2,775.84	\$ 90.00	\$ 100.00	\$ 550.00	10 year warranty & frame
Park: Malabar Community Park Entrance	CPHL 1/2"	72 w x 70h	\$ 3,988.98	\$ 90.00	\$ 100.00	\$ 600.00	10 year warranty & frame
Park: Malabar Community Park Wayfinding	CPHL 1/2"	71wx23h	\$ 1,866.02	\$ 90.00	\$ 100.00	\$ 550.00	10 year warranty & frame
Park: Malabar Community Park Development Internal	CPHL 1/2"	60wx30h	\$ 1,866.76	\$ 90.00	\$ 100.00	\$ 550.00	10 year warranty & frame
Park: Eschenberg	CPHL 1/2"	48wx30h	\$ 1,839.34	\$ 90.00	\$ 100.00	\$ 450.00	10 year warranty& frame
Park: Cameron Preserve	CPHL 1/2"	76wx33h	\$ 1,753.82	\$ 90.00	\$ 100.00	\$ 550.00	10 year warranty & frame
Park: Disc Golf	CPHL 1/2"	48wx30h	\$ 1,839.34	\$ 90.00	\$ 100.00	\$ 450.00	10 year warranty & frame
Park: Sand Hill Trail	CPHL 1/2"	60wx33h	\$ 1,137.60	\$ 90.00	\$ 100.00	\$ 225.00	10 year warranty fence mount
Trail Head #1	CPHL 1/2"	48WX29H	\$ 896.82	\$ 90.00	\$ 100.00	\$ 225.00	10 year warranty fence mount

TOWN OF MALABAR

COUNCIL MEETING

Agenda Item 14.c

Meeting Date: June 5, 2023

Prepared By: Lisa Morrell, Special Projects Manager

SUBJECT: 2023 Truth in Millage (TRIM) Estimates for Budget Planning Purposes

BACKGROUND

On May 25, 2023, The Town received notice from the property appraiser's office with 2023 Estimates of the Certification of Taxable Value. The property appraiser (PA) provides total assessed value of nonexempt property to taxing authorities by **June 1** for **budget planning purposes**.

Last year's, 2022 certified taxable valuation totaled \$335,531,362 which resulted in an Ad-Valorem Tax Revenue source of \$1,545,964 at the adopted 4.5001 millage rate.

The estimated valuation for 2023, for budget planning purposes, calculates an estimated taxable valuation of \$367,098,204.

If the millage rate for the fiscal year 2023/2024 were adopted at 4.5000, the Ad-Valorem Tax revenue source amounts to \$1,688,181 or an additional of \$142,217 of funding for the general fund expenses.

If the Town Council would like the budget to remain revenue neutral in the revenue collection of Ad-Valorem Taxes, the tentative millage rate to direct staff to derive a budget would be 4.2206.

The first day of the TRIM process is **July 1** or the date of certification of taxable value, whichever is **later**. By **July 1**, the property appraiser certifies the taxable value to each taxing authority (TA) on *Certification of Taxable Value* (Form DR-420). And Within **35 days, or tentatively August 5, 2023**, of certification of value, each TA must inform the property appraiser of:

- Prior year millage rate
- Current year proposed millage rate
- Current year rolled-back rate.
- The date, time, and meeting place of the tentative budget hearing.
- Calculates percentage change of rolled-back rate.
- Enters tentative budget hearing.
- Returns completed form within **35 days** of certification.

Due to the timetable, the Town Council will adopt a maximum millage rate on July 17, 2023, at the Regular Schedule Town Council Meeting.

Town staff will submit to the Property Appraiser's Office for the TRIM (Truth in Millage) notice to property owner's regarding the upcoming budget meetings and proposed property taxes for all agencies of Brevard County, prior to the first workshop on July 24, 2023.

In preparation for the first Budget Workshop, July 24, staff will be building the next fiscal year budget on a 4.5000 millage rate for the Town Council's discussion and direction.

ATTACHMENTS

FY2023 Estimate Certified Taxable Value Worksheet.

FINANCIAL IMPACT

ACTION

At the discretion and direction of the Town Council.

Year: 2023 ESTIMATES June 1, 2023 - Budget Planning Purposes Only

SECTION I: COMPLETED BY PROPERTY APPRAISER

1	Current year taxable value of real property for operating purposes	\$ 360,957,709.00		1
2	Current year taxable value of personal property for operating purposes	\$ 10,781,473.00		2
3	Current year taxable value of centrally assessed property for operating purposes	\$ 3,412,183.00		3
4	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$ 375,151,365.00		4
5	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$ 8,053,161.00		5
6	Current year adjusted taxable value (Line 4 minus Line 5)	\$ 367,098,204.00		6
7	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$ 344,299,000.00		7
8	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	\$ -	No	8
9	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420D EBT, Certification of Voted Debt Millage forms attached. If none, enter 0	\$ -	No	9

SECTION II: COMPLETED BY PROPERTY TAXING AUTHORITY

10	Prior year operating millage levy (If prior year millage was adjusted then use adjusted millage from Form DR-422)	\$ 4.5001	Per 1,000	10
11	Prior year ad valorem proceeds (Line 7 multiplied by Line 10, divided by 1,000)	\$ 1,549,380		11
12	Amount if any, increment paid or value applied (Sum in of prior either year Lines as a 6c or Line consequence 7a for of all an DR-420TIF obligation forms) measured by a dedicated increment value (sum of either Lines 6c or Line 7a for all DR_420TIF Forms)	\$ -		12
13	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	\$ 1,549,380		13
14	Dedicated increment value, if any (Sum of either Line 6b or Line 7e for all DR-420TIF forms)	\$ -		14
15	Adjusted current year taxable value (Line 6 minus Line 14)	\$ 367,098,204		15
16	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)	4.2206	Per 1,000	16
17	Current year proposed operating millage rate	4.5000	Per 1,000	17
18	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	\$ 1,688,181		18
19	TYPE of principal authority			19
20	Applicable taxing authority			20
21	Is millage levied in more than one county?			21

DEPENDENT SPECIAL DISTRICTS AND MSTUs

22	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage (The sum of line 13 from all DR-420 forms)	\$ 1,549,380		22
23	Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)	\$ 4.2206	Per 1,000	23
24	Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	\$ 1,583,369		24
25	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (The sum of Line 18 from all DR-420 forms)	\$ 1,688,181		25
26	Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)	\$ 4.5000	Per 1,000	26
27	Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23 minus 1, multiplied by 100)	6.21%		27