



REGULAR TOWN COUNCIL MEETING

Monday, August 1, 2022 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 RTCM 07/18/2022 & TC Workshop of 07/25/2022**
Exhibit: Agenda Report Number 4a

Attachments:

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

- b. **Consideration of Waiver of Bid to procure Fire Incidents and Health Record software with ESO Solutions, Inc. 11500 Alterra Parkway, Suite 100 Austin, TX 78758**
Exhibit: Agenda Report Number 4b

Attachments:

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

5. ATTORNEY REPORT
6. BCSO REPORT
7. BOARD / COMMITTEE REPORTS
 - a. T&G Committee
 - b. Park & Recreation Board
 - c. Planning & Zoning Board
8. STAFF REPORTS
 - a. Manager
 - b. **Special Projects Manager**
Exhibit: Agenda Report Number 8b

Attachments:

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

- c. Fire Chief
 - d. Public Works Director - Written Report
 - e. Clerk
9. PUBLIC COMMENTS

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

Five (5) Minute Limit per Speaker

10. PUBLIC HEARINGS / SPECIAL ORDERS : 0

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

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

12. ACTION ITEMS : 3

ORDINANCES for FIRST READING: 2

RESOLUTIONS: 0

MISCELLANEOUS: 1

a. Establish a Temporary Moratorium on the Special Assessment for Road Paving of Accepted Dirt Roads. (Ordinance 2022-08)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; ESTABLISHING A TEMPORARY MORATORIUM ON THE SUBMITTAL, PROCESSING, AND APPROVAL OF PETITIONS REQUESTING ACCEPTED DIRT ROADS TO BE PAVED THROUGH SPECIAL ASSESSMENTS APPROVED BY COUNCIL PURSUANT TO ARTICLE II OF CHAPTER 13, SECTION 13-52(2); PROVIDING FOR FINDINGS, INTENT AND THE DURATION OF THE MORATORIUM; PROVIDING FOR AN EXTENTION PERIOD; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12a

Attachments:

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

b. Extend Franchise Agreement with Palm Bay Utilities. (Ordinance 2022-09)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; EXTENDING THE WATER AND SEWER FRANCHISE WITH THE CITY OF PALM BAY AS ESTABLISHED IN ORDINANCE 2012-55; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12b

Attachments:

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

c. Direction on Job Postings for Clerk and Treasurer (1st round closed 07/20/2022)

Exhibit: Agenda Report Number 12c

Attachments:

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

13. DISCUSSION/POSSIBLE ACTION: 1 Reminder

a. Workshop set for 08/08/2022 at 7:30 PM for Budget

Exhibit: Agenda Report Number 13a

Attachments:

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

14. PUBLIC COMMENTS

General Items (Speaker Card Required)

15. REPORTS - MAYOR AND COUNCIL MEMBERS

16. ANNOUNCEMENTS

(2) Vacancies on the Trails and Greenways Committee

17. ADJOURNMENT

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

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

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 4.a.
Meeting Date: August 1, 2022

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

SUBJECT: Meeting Minutes

BACKGROUND/HISTORY:

Summary of Council actions at the Town Council Regular Meeting Minutes

ATTACHMENTS:

- Draft Minutes of RTCM Minutes of 7/18/2022
- Draft Minutes of Budget WS of 7/25/2022

ACTION OPTIONS:

Council Action on Consent Agenda

**MALABAR TOWN COUNCIL
REGULAR MEETING MINUTES
JULY 18, 2022, 7:30 PM**

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

1. CALL TO ORDER:

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

2. ROLL CALL:

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

STEVE RIVET, excused

COUNCIL MEMBERS:

MARISA ACQUAVIVA

BRIAN VAIL

DAVID SCARDINO

MARY HOFMEISTER

MATT STINNETT

LISA MORRELL

KARL BOHNE, excused

DEBBY FRANKLIN

TOWN MANAGER:

TOWN SPECIAL PROJECTS MANAGER

TOWN ATTORNEY:

TOWN CLERK/TREASURER:

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

4. CONSENT AGENDA:

4.a. RTCM Minutes of 6/20/22

4.b. Budget Workshop of 6/27/2022

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

5. ATTORNEY REPORT: not present

6. STAFF REPORTS:

6.a. Town Manager Matt Stinnett – New BO working with us on Tues and Thurs – Budget proposal is pretty much completed and ready for next Monday's WS.

6.b. Special Projects Manager – written – ARPA projects and Town's business. Restroom Invitation to bid. Oct 31 for opening.

6.c. Clerk – Have begun receiving applications for both positions and will have on 8/1 agenda for further direction from Council. Speaker at the BCCCA mtg today explained the impact of the new law from HB 921 that restricts the use of public money to provide information on referendum or election issues. Will have more clarification once it is challenged and goes to court. Right now, as long as we just state the facts, we will be fine.

7. PUBLIC COMMENTS: Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up.

7.a. PRESENTATION – Mr. Rodney Walton of Florida Municipal Loan Council (FMLC) on the Municipal Loan Program (Power Point Presentation)

Exhibit: Agenda Report No. 7.a.

This program helps small communities. 1.2B in loans to date. Always trying to improve. They are here to help. Board members are elected official from local cities. They have a bond atty to make sure everything is legal; they do all the paperwork. They are on retainer with the FLC and is a cost savings. Public Resources Advisory Board, skipped over the bond stuff to the loan program. The bond issue is fixed rate financing – it is long term financing interest rates are lower but cost of issuance is much larger. This is an option but not as much anymore. Bank loan more popular now; interest might be a little higher but more local involvement with local banks and as many as 400 other banking – prepayment concerns. They go to bat for the city to get the best deal. They understand the timeline, the goals etc. before going out for bids. They utilize the experts on staff.

If is not a commission based – they are a resource for small cities. Refinance, new, repeat, etc. bank loan program capital access program. They can't give financial advice. The bond council and the financial board can. Once the letter of intent is signed SEC requires these done first before financial advice can be given. Then went into scenarios. Current market info. Next statement is the engagement letter. Letter of intent if you are spending right away so those costs are captured and included. Any questions in the overview.

CM Scardino asked about rates – fixed rates.

CM Vail asked about cost for the bank loan and bond – could be 50K to 60K. They weigh in many ways. Negotiate the penalty or no fee for pre-payment. Cost includes the Town Atty. CM Acquaviva a 5-mil loan – banks get involved on projects. That is not the case with a municipal loan. Use these monies to pave roads. You must have projects in mind. Have a capital plan. Spend proceeds within 3 years. Would you help with the writing up the proposals for the banks – 100%. They prepare and present the goals, funding sources, done before the do the RFP to the banks. They have had wonderful responses from local banks. CM Hofmeister asked how many small cities of our population – get an assessment on the properties that are being developed. 3000 residents – with similar financial data. Not just population. FMLC will be here to be a resource for us.

8. **PUBLIC HEARINGS: 0**

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

10. **ACTION ITEMS: 1**

ORDINANCES FOR FIRST READING: 0
RESOLUTIONS: 0

MISCELLANEOUS: 1

10.a. DR-420 Set Maximum Millage and First Public Hearing Date for Property Appraiser Office to Mail out Truth in Millage Notice (TRIM)

Exhibit: Agenda Report No. 10.a.

Chair asked Clerk to introduce. Franklin explained that this process starts the millage and budget discussions. The submittal of the proposed millage and the date for the first Public Hearing is what is mailed out by the Property Appraiser Office to every property owner in Malabar. It is always recommended to set the proposed millage higher to start the process rather than low because you can always reduce the millage as you go through the budget process, but to increase it would be very expensive for the Town. We are working on methods to overcome the challenges imposed by the spec Law from 74, not signed by the Gov, that restricts cities in Brevard from raising the millage rates to provide adequate funding for necessary expenditures. She explained the DR420MM-P Max Millage Preliminary form provided by the State and that form allows us to set the millage at 4.5001 with a unanimous vote. We need to seek relief from this restrictive bill. SPM Morrell ran through a scenario that might work following the requirements of 74-340 but it would be very tight.

MOTION: CM Scardino / CM Acquaviva to direct the millage for TRIM notice be set at 4.5001 and the date be set at September 12, 2022, at 7:30PM.

Discussion: General discussion on various millages and how much revenue that will garner and how much money we need to accomplish some of the necessary

Vote: All Ayes.

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

11.a. Moratorium on Road Paving using the Special Assessment Process (CM Scardino) Exhibit: Agenda report No. 11.a.

Chair asked CM Scardino to start off.

CM Scardino stated his reasoning for this request. CM Acquaviva wanted Atty present. Franklin said the disclaimer was on the agenda report – it was drafted by staff and not reviewed by Atty. Need direction from Council to ask Atty to review and revise to provide a timeframe for a moratorium until we can get funding.

Much discussion on what TIFT monies can be used on. Franklin had suggested before to maybe revise the percentage the Town will pay since the preparation work comes out of Gen Fund and we have learned how expensive that is. Moratorium would not impact those petitions already submitted.

CM Acquaviva had called Atty about this – lawyer should be here to discuss and guide.

MOTION: CM Scardino / CM Vail to direct staff to forward the draft ordinance to Attorney Bohne for legal review and put on next agenda.

Vote: All Ayes.

12. PUBLIC COMMENTS: General Items (Speaker Card Required)

Rene Purden – 3195 Kramer Lane. 20 years ago, she asked Town to pave Benjamin. 13 families live on the Malabar side. Traffic on Benjamin is incredible. Paved in 2007 and you can visually see the road narrows as you travel east. Going down Benjamin you literally have to get off of the road to allow traffic to pass.

Council discussed possible improvements for short term and asked TM Stinnett to discuss with G-V possible joint project to improve this roadway.

13. REPORTS – MAYOR AND COUNCIL MEMBERS

CM Acquaviva:

CM Vail:

CM Rivet, excused:

CM Hofmeister:

CM Scardino:

Mayor Reilly:

14. ANNOUNCEMENTS: (1) Vacancy on the Planning & Zoning Board.

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:

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

Date Approved: 08/01/2022

**MALABAR TOWN COUNCIL
TOWN COUNCIL WORKSHOP MINUTES
JULY 25th, 2022, 7:30 PM**

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

1. CALL TO ORDER:

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

2. ROLL CALL:

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

STEVE RIVET

COUNCIL MEMBERS:

MARISA ACQUAVIVA

BRIAN VAIL

DAVID SCARDINO

MARY HOFMEISTER, excused

MATT STINNETT

TOWN MANAGER:

LISA MORRELL

SPECIAL PROJECTS MANAGER:

RICHARD KOHLER

DEPUTY CLERK/TREASURER:

ACTING FIRE CHIEF:

J.C. HOOKER

3. WORKSHOP ACTION:

a. Draft Budget Presentation

Mayor asked TM Stinnett to begin. TM Stinnett stated the main focus of the draft budget was to consolidate as many projects as possible. The budget as presented includes our major expenses. We hope to pay off the Gradall this year with the Stormwater Fund, freeing that account up for future projects. We have trimmed one Public Works employee, as we have had a rough time getting qualified applicants. He then asked Council for direction.

CM Rivet states that in streets and roads, we are down significantly lower than last year. If we have 4-5 roads in "Que" for paving, can we support this? TM Stinnett states the unallotted funds can assist in that department.

CM Scardino asks if the problem is no applicants or getting qualified applicants? TM states that the issue has become getting a CDL driver. We used to offer that class as a perk, but the laws about how a CDL license is given, requiring in class testing, at schools fully booked for the next year.

CM Acquaviva asks if we can keep the Streets and Roads budget at least at the same amount as last year? Disaster relief went up, why? TM Stinnett explained that is where the ARPA funds will be placed. SPM Morrell gave a more thorough explanation of the financing rules associated with the ARPA funds.

Mayor asks if there are any question on the funding page? TM Stinnett states there are a few unknowns, as estimates come from the County and State. We have estimated as best we can and will get more definite estimates towards the end of August. CM Vail noted the gas tax is down about 20K, but the electrical tax is up about 20k. CM Acquaviva asked about line item 349.8000, paving assessment. TM explained that is money still owed to the Town for past paving projects. CM Scardino asks if we can take any of the building department revenues for other projects? TM Explains that is an enterprise fund, so it must support itself. We have budgeted more expenses that revenue for the Building Department. CM Scardino asks if we can improve the Building Department? TM states he recently got new furniture for the office.

CM Acquaviva asks about the surplus line, is there anything else we can sell? TM states we have a tractor posted now, but that is the last item we are looking to remove. Mayor asks if there is any TIFT funding? TM states there are funds available, but we didn't budget it. We

can add it, or make the change as needed. CM Vail states it is the act of applying with a shovel ready paving project. TM believes there is about 300k in the account. CM Vail reminds Council that those funds can only be used for the actual paving, not the preparation. CM Scardino asks what percentage of our paving costs is road prep? CM Rivet states it depends on the road. Smith Ln was minimal, but Hunter Ln required major improvements before it was ready for paving. TM Stinnett suggests placing 50k in that account. He will research if those funds can be used for engineering.

Mayor asks for comments or questions in 511, hearing none, he suggested moving on.

CM Acquaviva suggests a raise for TM Stinnett. CM Scardino states the interest has gone up to 12%, 8% is falling behind. If we are giving a raise, we need to be higher than inflation. CM Rivet states we are having a hard time finding qualified applicants. We should pay the people here the wages they deserve by keeping up with, and possibly passing inflation. CM Scardino states he is basing his opinion on past experiences. By raising the pay of his employees, he found more qualified applicants. CM Rivet states it is an elastic market. CM Scardino asks what a 10% raise would do? CM Acquaviva states she looked at other TMs in the area, and Grant Valkaria pays 100k. TM Stinnett hasn't gotten a major raise since he started. Mayor suggests 12%, CM Scardino suggests at least 10%. CM Vail states we should separate the discussion to TM and rest of staff. CM Scardino suggests 10 % for staff across the board. Consensus agrees. CM Vail asks what Council feels about the TM position? Mayor asks how Council feels about 12%? CM Rivet states that is about 75k. CM Scardino agrees. CM Acquaviva states she believes since we are advertising new positions at such high pay, we should boost the TM pay to a comparable rate. She doesn't feel a Clerk or Treasurer should make more than the TM. Mayor reiterated that it is experience based. Straw poll for 75k is 4-1.

Mayor asks if the 10% is included in the new Clerk and Treasurer position? Consensus is those positions will be based on experience. Mayor asks about a secretary. TM states he believes it won't be needed. CM Vail states that in 513, the bottom line only went up 36k while adding a high-level position.

No comments for 514 and 515.

Mayor asks for comments on 519, General Government, stating it is less than last year. CM Vail asks why the Employee Benefits has gone down. TM states that we will have less employees on the payroll next year. CM Acquaviva asks why travel training per diem is down? SPM explains it is COVID related, as conferences have been few and far in-between.

Mayor suggests moving on to 522. CM Vail reminds Council the FD personnel is under Contract. Interim Chief states a 10% raise for staff, may trigger an attempt to get more than the contract 6%. CM Vail asks if we want to make any changes, or take this as is? Is this the appropriate setting? CM Scardino states it is a contract, that should be handled in a contract negotiation. TM suggests including some funds for training in 522, as the Interim Chief recommended some classes. CM Vail suggests 2k. Interim Chief states there is required training for the Life Pack ordered through ARPA. TM explained that the Grant we were awarded has been delayed, and we are carrying the expense over to the new year. CM Vail states in the next few years we will need to get a new Tender. The existing truck is an '04. We can get a second run engine that doubles as a tender. Normal service life is 20-25 years. CM Acquaviva states hopefully the donations will increase now that we are mostly past COVID.

Mayor suggests moving on to 524, and asks if the Building Inspector is now under contract? TM states it is now in 524.3440, and he budgeted that item high expecting to

utilize the new service heavily. Currently, we have a Building Official 2 days a week. Mayor asks if the Building Department is self-sustaining? TM states it has made more than it has spent in the last few years, and we need to work down the reserve. Inspector went from \$30 per hour, to over \$100 per hour.

Mayor suggests moving to 525. Mayor asks when then the ARPA funds will be spent. SPM states we have allocated most of it, but the POs have been delayed by supply chain issues. CM Scardino asks if the records scanning will help with storage costs? SPM states it will likely cut the storage costs in half.

Mayor suggests moving to 538. CM Acquaviva asks about the vac truck services? TM states we wanted to start a program involving that this year and didn't get to it. We will try to start it next year.

Mayor suggests moving to 541. TM states the wage shown for MEO is the existing wage. Do you want to increase that wage? CM Scardino asks if we can send employees out of state for CDL training? TM states he knows the local one is in Ft. Pierce and is booked for over a year. CM Scardino suggests expanding our search for CDL drivers, and for places to train CDL drivers. TM explained that a new law enacted in February has changed the requirements.

Mayor suggests moving to 572, and asks why the Parks Supervisor was eliminated? TM states the person filling it retired, and we are consolidating it in 541. CM Acquaviva asks if we are getting along okay without one? TM states we are getting along. SPM gave more information about the CDL training. A federal law has regulated the system and restricted places that can offer classes.

Mayor suggests moving to 574. CM Vail states what is budgeted is appropriate with what we have spent in the last year.

TM states we have \$219,822 left to allocate. CM Scardino suggests salaries. CM Acquaviva states the biggest issue is roads. We should concentrate on them. CM Scardino states we should increase existing salaries. CM Vail suggests a contingency for Streets and Roads. TM states we could also look into getting a smaller loan to do some roads. Use the excess as collateral to get a loan to get some work done. CM Rivet states we have a Stormwater Master Plan, with millions of dollars' worth of projects. However, people will be willing to pay more taxes if they see improvements in the roads. Consensus agrees.

Discussion continued about different amounts of debt Council would be willing to finance. CM Acquaviva asks if we still want to do a road survey? SPM states she has been looking into that and will have an estimate soon. CM Vail states they will rate our roads and tell us what roads are in the worst shape and need the most attention.

4. ADJOURNMENT: There being no further business to discuss and without objection, the meeting was adjourned at 8:39 P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

Richard Kohler, Deputy
Town Clerk/Treasurer

Date Approved: 08/01/2022

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 4.b.

Meeting Date: June 06, 2022

Prepared By: Lisa Morrell, Special Projects Manager

SUBJECT: Consideration of Waiver of Bid to procure Fire Incidents and Health Record software with ESO Solutions, Inc. 11500 Alterra Parkway, Suite 100 Austin, TX 78758

BACKGROUND/HISTORY:

The Town Council may authorize a wavier of bid to procure goods and services as stated in the adopted Code of Ordinance's Article V: Purchasing:

“Waiver of procurement procedures. The town council may authorize the waiver of procurement procedures upon the recommendation of the town manager that it is in the town's best interest to do so to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by the waiver process shall be acquired with such competition as is practicable under the circumstances and only after a good faith review of all available sources and negotiation as to price, delivery and terms. There shall be no waiver of procurement procedures for procurements that are subject to the provisions of F.S. § 287.055 or § 255.20, as amended.”

Town Council allocated ARPA funding for the purpose of procuring fire incident reporting software. The Malabar Fire Department has performed research and proposes the procurement of software from ESO Solutions, Inc. In management's review, many Brevard agencies, namely, Brevard County and Palm Bay, currently utilize and awarded contracts to ESO Solutions with a procurement process of a request for proposal (RFP) process. Additional research illustrates competitive procurement and contract awards by Marion County with two piggyback uses by Lee County and Lake County, in 2019 and 2020 respectively. It is in the best interest of the Town to procure like utilized solutions by other local agencies for continuity of operations with interlocal agreements and cross agency support. The purchase has been vetted for viability as it has been awarded under competitive procurement processes, nationwide; and is cost effective.

The Malabar Fire Department estimates 600 incidents, and the product(s) are priced accordingly with one time setup costs of \$1190.00 and recurring costs for the first year totaling \$6570.00 to commence January 1, 2023. The second and ongoing years will be reduced by \$995.00, with the expectation of a non-renewal of online learning for staff. Staff will have the ability to train and learn unlimited and at their own pace in the initial subscription year. Trained staff will be able to train others and future staff in utilizing the software using the “train the trainer” method. This solution will replace Fire Programs which has an annual cost of \$2672.00 and expires in April 2023, ample time frame to terminate services and reducing the budget line. The general fund will have an aggregate increase to recurring costs after the initial funding year of \$2,903.00.

FINANCIAL IMPACT:

The ARPA funding allocated for this project initiative will cover the initial costs of the solution and the first-year subscription as well as the required hardware. The hardware costs associated with this project totaled \$3,948.80, comprised of a quantity of (4) 2-in-1 Tablet laptops for each

shift and quantity of (4) rugged cases with shoulder and hand straps for field mobility. The Department currently has a mobile device that will provide wi-fi coverage for the solution.

FY22/23 budget and account 525.3020 has funding available for ESO Fire and Health Record incidents totaling \$7,760.00

Breakdown:

One-Time Fees \$ 1,190.00

Recurring Fees \$ 6,570.00

FY 22/23 budget and account 524.3420 funding reduction totaling \$2700.00 for the termination of Fire Programs.

Estimated future annual recurring cost of \$5575.00

Total ARPA allocation \$25,000.00, estimated project expenditure, if approved, for hardware and software totals \$10,518.80

ATTACHMENTS:

- ESO Fire Incidents & Health Records Proposal

ACTION OPTIONS:

Motion to approve waiver of bid and authorize the Town Manager to execute contract(s) with ESO Solutions, Inc. located at 11500 Alterra Parkway, Suite 100 Austin, TX 78758.



Quote Date: 07/06/2022
 Customer Name: Malabar Fire Department
 Quote #: Q-75261
 Quote Expiration date: 09/25/2022
 ESO Account Manager: Sara Schryver

CUSTOMER CONTACT

Customer Malabar Fire Department
 Name Bob Endicott
 Email rendicott@malabarfd.org
 Phone (321) 725-1030

BILLING CONTACT

Payor Malabar Fire Department Address 1840 Malabar RD
 Name Malabar FL, 32950
 Email Billing Frequency Annual
 Phone Initial Term 12 months

On Demand Learning

Product	Volume	Total	Fee Type
On Demand Learning	24 Employees	\$995.00	Recurring

Fire

Product	Volume	Total	Fee Type
ESO Fire Incidents	1 Stations	\$1,295.00	Recurring
Fire Setup & Online Training	1 Sessions	\$595.00	One-time

EHR

Product	Volume	Total	Fee Type
ESO EHR (BLS Version)	600 Incidents	\$1,990.00	Recurring
EHR CAD Integration	600 Incidents	\$1,495.00	Recurring
EHR Cardiac Monitor Integration	600 Incidents	\$795.00	Recurring
EHR Setup & Online Training	1 Sessions	\$595.00	One-time

Total Recurring Fees	\$	6,570.00
Total One-Time Fees	\$	1,190.00
TOTAL FEES	\$	7,760.00

*Additional fees may be applied by Customer's billing or CAD vendor for certain integrations or interfaces, and Customer is encouraged to discuss this with the applicable vendor.



Quote Date: 07/06/2022
Customer Name: Malabar Fire Department
Quote #: Q-75261
Quote Expiration date: 09/25/2022
ESO Account Manager: Sara Schryver

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the MSLA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

<https://www.eso.com/legal-terms/>

2. The Effective Date of this Quote shall be the final date of signature.

3. Customer shall be responsible for the payment of all Fees listed herein. If Customer has elected to use a Third Party Payor (as indicated above as Payor) and such party has executed an appropriate agreement with ESO, ESO shall accept payment of Fees from such Third Party Payor.

Malabar Fire Department

Signature: _____

Print Name: _____

Title: _____

Date: _____

For On Demand Learning, EHR, Fire, the following payment terms apply:
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.



Quote Date: 07/06/2022
Customer Name: Malabar Fire Department
Quote #: Q-75261
Quote Expiration date: 09/25/2022
ESO Account Manager: Sara Schryver

On Demand Learning

Product	Description
On Demand Learning	Unlimited, online training for all ESO products.

EHR

Product	Description
EHR CAD Integration	Interface to integrate CAD data into EHR mobile and web application. Includes ongoing maintenance and support. Additional fees from your CAD vendor may apply.
EHR Cardiac Monitor Integration	Interface to integrate cardiac monitor data into EHR mobile and web applications. Includes ongoing maintenance and support
EHR Setup & Online Training	Webinar Training Session
ESO EHR (BLS Version)	Patient care reporting suite for Basic Life Support agencies, includes EHR web and mobile client, Quality Management, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.

Fire

Product	Description
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
ESO Fire Incidents	Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades.



Quote Date: 07/06/2022
Customer Name: Malabar Fire Department
Quote #: Q-75261
Quote valid until: 09/25/2022
ESO Account Manager: Sara Schryver

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Please email the signed sales order to legal@eso.com and your sales representative.

TOWN OF MALABAR

COUNCIL MEETING

SPM Staff Report **Item 8.b.**
Meeting Date: August 1, 2022

Prepared By: Lisa Morrell, Special Projects Manager

SUBJECT: SPM Report for August 1, 2022 Council Meeting

Updates from the May 31, 2022, staff report has been provided in bold for each topic with new topics added to the end of the report from the previous reporting period:

Cybersecurity Awareness Program - CS/HB 7055: Cybersecurity

The Town has initiated distribution of cybersecurity awareness training with 11% of the training material completed by employees. Two new training campaign has been launched called "the Inside Man" which enforces the principles outlined in the Security Awareness Foundation Training modules. The second campaign is Payment Card Industry Data Security Standard. (PCI-DSS) will launch on March 31, 2022.

07/26/2022 – Ongoing, Employee Participation 11% complete

Registered to attend the 2022 FLC Research Symposium Digital Infrastructure: Broadband and Cybersecurity on Wednesday, August 10th at Diplomat Beach Resort, Hollywood. No travel cost to the Town.

Fixed Town Facility or Entrance Signage

An RFP was awarded to Southeastern Lighting Solutions to replace (2) two fixed entrance signs: Malabar Community Park and Disc Golf Sanctuary. The contract was executed by both parties on March 22, 2022. A purchase order will be released soon for design, fabrication, installation, delivery, and warranty. Estimate this project will be completed in 90 days short of any delays (ex. Material availability, shipping, and labor shortages).

06/29/2022 – Colors proof, frame, and hardware approved, signs for Malabar Community Park and Disc Gold Sanctuary progress to production queue.

7/26/2022 – Inquiry on production and estimated timeframes for delivery.

Document Imaging and Scanning (SLFRF Funded)

The contract has been executed by both parties and corresponding purchase orders have been issued with the payment of the annual software subscription license mailed on March 23, 2022. The deposit for the project will be mailed this week. After payments are received by MCCi, The Town will be scheduled for a project kickoff meeting. The Town Clerk staff will begin paper record retention review, pursuant to the Florida record retention schedule and guidelines, of documents to be scanned within the project to reduce the scanning of records that are no longer required to be retained.

07/13/2022 – Returned template and user lists to MCCi Project Team to setup permissions and record retention policies.

**7/26/2022 – Project Update Conference Call
Financial System Improvements**

7/26/2022 Onsite product demonstration occurred on 7/20/2022 and a proposal sent to the Town Manager on 7/22 with implementation and setup costs and recurring annual subscription. Budget workshop did not include this program for funding.

Grants

I have been enrolled and registered with eCivis, a Florida League of Cities partner, to receive daily emails regarding new grant announcements and updates. I review these daily and share these with the Town Manager and Departments, highlighting any relevant opportunities.

Volunteer Fire Assistance (VFA) Grant

The Malabar Fire Department is requesting to apply for the Volunteer Fire Assistance Grant available from Florida Department of Agriculture and Consumer Service to replace Fire Turnout Gear that has reached its approaching end-of-life use; this is 50/50 match grant.

7/26/2022 – Reflective material is delayed, estimated delivery is 2/13-6/13/2023; shared with VFA grant admin, Ralph Crawford at FDAC, stated that delays are occurring, and the grant will still be valid due to the delay.

Firehouse Subs Grant - Q3 2022

On April 7, 2022, The Fire House Subs quarterly grant portal opened for community public safety equipment grant requests. The Town of Malabar submitted at grant at 9:07 am after the portal opened at 6:00 am to requests financial assistance in procuring air lift bag kits totaling \$14,652.00 quoted by a vendor, Mutual Emergency Services. An email confirmation as received of the submission which only opens to 600 applicants each quarter. Currently awaiting a response to the grant application from Firehouse Subs Foundation, the confirmation states "All applicants will be notified of approval or denial within two months of the quarterly grant application deadline". The website grant portal notice currently states "Q3 2022 grant award notifications, will be emailed prior to July 7, 2022."

07/6/2022 – Received a denial letter for April Application.

07/7/2022 – Resubmitted application, award notice expected by October 6, 2022

State & Local Fiscal Recovery Fund (SLFRF) formerly American Rescue Plan (ARP)

5/25/2022 Single Audit alternatives, for expense of \$750,000 or more in one fiscal year, have been distributed to NEU's; Town Staff is consulting with the Town's Auditing Firm for costs to provide a full audit (\$2,000) or the alternative of opinion for expense eligibility (\$1,500).

6/20/2022 Town Council action approved the allocated all funding to standard allowance expenditures and capital infrastructure: Water, Roads, Stormwater.

Life Pak 15 (SLFRF)

A purchase order has been issued for the cardiac defibrillators and monitors to the contracting vendor, Stryker Medical. To date, upon inquiry, I have not received a confirmation or estimated shipping date for the equipment for Malabar Fire Department.

7/7/2020, lead time has been updated to 32-36 weeks, or 8months for estimated receipt of order.

Park Restroom Remodel Plans

Design plans and scope of work are currently underway for vendor solicitation to perform the approved public facilities upgrades for sanitary components to include sinks with integrated facets to include automated soap, water, and drying functions, automated flush toilets, replacement partitions, epoxy coating for the floor, minor electrical upgrades for occupancy sensors with energy efficient LED lighting

fixtures, addition of automated doors for open and close schedules, and a re-roof to secure the envelope and upgrades.

7/25/2022 Invitation to Bid released and published with a submittal due date of October 2, 2022, at 10:00am. A mandatory pre-bid is scheduled for August 24, 2022.

Procurement Cards

The Town had a kick-off conference call on March 23, 2022 to begin the engagement with the State of Florida's Bank of America Purchasing Card to improve the procurement card program, credit card purchases, under the new purchasing ordinance and corresponding administrative policy and procedures for efficiency of purchases, approvals, accountability, and transparency of Town purchases within the established thresholds and credit limits for contactless reporting and staffing resources to meet the needs of day to day operations. A rebate of Town purchasing cards can be achieved annually as a revenue upon meeting the spending threshold of 1,000,000 annually. A rebate will not be achieved in this fiscal year, yet attainable, as a future revenue source.

7/26/2022 Procurement Cards received, staff training and review of the procurement card program prior to issuance of a cards to Town Staff. Training materials and finance pilot use of cards are currently in process.

Surficial assessment of Road Pavement Analysis as a service

07/08/2022 Staff has researched two avenues for service and engaged in obtaining pricing proposals for review and recommendation to Town Council for approval, near future, timely with budget process.

Employee Policy Handbook Review and Update

July 1, 2022, inquired with Florida League of Cities Employment Law Program for any resources for review and legal review of the exiting policy handbook that could be provided to the Town. July 20, 2022, had a brief call with an attorney with the program and will provide more information of two options for the Town to consider: engagement letter for services to review and update or consultant services with a base template for a new policy handbook.

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.a.

Meeting Date: August 1, 2022

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

SUBJECT: Establish a Temporary Moratorium on Road Paving using the Special Assessment (Ord 2022-08)

BACKGROUND/HISTORY:

Attorney Bohne reviewed and revised the draft ordinance proposing a moratorium on accepting petitions for road paving using the Special Assessment.

The option to review and revise the cost share percentage in the adopted ordinance can also be pursued.

FINANCIAL IMPACT:

The concern was the number of roads already in que for estimates and the lack of General Fund monies to prepare them for paving.

ATTACHMENTS:

Ord 2022-08 establishing moratorium

ORDINANCE NO. 2022-08

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE SUBMITTAL, PROCESSING, AND APPROVAL OF PETITIONS REQUESTING ACCEPTED DIRT ROADS TO BE PAVED THROUGH SPECIAL ASSESSMENTS APPROVED BY COUNCIL PURSUANT TO ARTICLE II OF CHAPTER 13, SECTION 13-52 (2); PROVIDING FOR FINDINGS, INTENT AND THE DURATION OF THE MORATORIUM; PROVIDING FOR AN EXTENSION PERIOD; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in 2017 the Town Council adopted a process to allow property owners on an improved and accepted dirt lane to request paving of their road using a Special Assessment process and adopted its first Special Assessment for paving of Smith Lane; and

WHEREAS, in 2020 the Town Council has further adopted an ordinance to share in the cost of a portion of the paving as a method to encourage property owners on improved and accepted dirt lanes to Petition to have their road paved; and

WHEREAS, due to current economic turn-down affecting the Country, State and the Town as well as other factors, including the costs associated with the paving of roads within the Town, the Town Council desires to establish a temporary moratorium until a funding source for such paving is secured.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED, by the Town Council of the Town of Malabar, Florida, as follows:

Section 1. Legislative Findings.

That the above recitals are true and correct and are incorporated herein by reference.

Section 2. Intent and Purpose.

The intent and purpose of this Ordinance is to provide the Town of Malabar with the opportunity to review the financial impact of the cost-share policy adopted in Ordinance 2020-06 and investigate funding sources to permit it to proceed with the implementation of the cost-share requirement in Section 13-52 (2) of Article II, of Chapter 13.

Section 3. Moratorium Imposed.

The Town Council hereby prohibits the submission, processing and approval of any further petitions from property owners requesting road paving under the Special Assessment process as provided for in Section 13-52 (2) of Article II, of Chapter 13. Nothing herein shall affect the ability of the Town to impose any special assessments as authorized by Chapter 170 of the Florida Statutes or the provisions of Section 13-52 (1) of the Town Code. This moratorium is designed to only apply to the processes provided for in Section 13-52 (2) of the Town Code.

Section 4. Duration of Moratorium.

The moratorium imposed by this ordinance shall be effective October 1, 2022 through September 30, 2023, unless rescinded sooner. Prior to the expiration of the moratorium, the Town may extend the moratorium for additional periods of time.

Section 5. Ordinance to Be Liberally Construed.

This ordinance shall be liberally construed to carry out its purposes, which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of the Town of Malabar.

Section 6. Severability.

Should any section, phrase, sentence, provision, or portion of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

Section 7. Effective Date

This Ordinance shall take effect October 1, 2022.

Section 8. Adoption.

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

Council Member Marisa Acquaviva	_____
Council Member Brian Vail	_____
Council Member Steve Rivet	_____
Council Member Dave Scardino	_____
Council Member Mary Hofmeister	_____

Passed and adopted by the Town Council, Town of Malabar, Brevard County, Florida this ____ day of _____, 2022.

1st Reading: _____
2nd Reading: _____

By: TOWN OF MALABAR

Mayor Patrick T. Reilly,
Council Chair

(seal)

ATTEST:

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

Approved for Legal Sufficiency:

Karl Bohne, Jr., Town Attorney

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.b.

Meeting Date: August 1, 2022

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

SUBJECT: Extend Franchise on Water Utility for an additional ten year term (Ord 2022-09)

BACKGROUND/HISTORY:

Attorney Bohne revised Ord 2012-55 that initially set up the franchise of 6% payable to the Town by Palm Bay Utilities. This was done when Malabar sold the utility to PBUC. It was set to expire on 8/30/2022. Staff has opted to propose a continuance of this for an additional ten years at the same percentage.

FINANCIAL IMPACT:

The General Fund revenue received from this is approximately \$6,900.00 annually.

ATTACHMENTS:

Ord 2022-09 extending franchise

ORDINANCE 2022-09

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA EXTENDING THE WATER AND SEWER FRANCHISE WITH THE CITY OF PALM BAY AS ESTABLISHED IN ORDINANCE 2012-55; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Malabar, Florida recognizes that the Town of Malabar and its citizens need and desire the continued benefits of water and sewer service; and

WHEREAS, the City of Palm Bay operates a public utility which has the demonstrated ability to supply such services; and,

WHEREAS, the City of Palm Bay and the Town of Malabar desire to extend the Water and Sewer Franchise Agreement established in Ordinance 2012-55; and,

WHEREAS, the Town Council of the Town of Malabar deems it to be in the best interest of the Town of Malabar and its citizens to enter into the Franchise Agreement;

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

SECTION 1. Franchise Created.

Section 1. This Ordinance is enacted pursuant to the provisions of Chapter 166, Florida Statutes, and other applicable provisions of law. Nothing herein is intended to conflict with the provisions of the Agreement of Purchase and Sale of Water and Wastewater System; Grant of Exclusive City Services Easement; and Bill of Sale (collectively the "Settlement Agreement") executed between the Town of Malabar and the City of Palm Bay dated September 19, 2012. Should there be a conflict between this Ordinance and the Settlement Agreement, the provisions of the Settlement Agreement shall control.

Section 2. There is hereby granted to the City of Palm Bay (hereinafter called the "Grantee"), for the period of ten (10) years from the effective date hereof, the exclusive right, privilege and franchise (hereinafter called "franchise") to occupy, to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Town of Malabar, Florida, and its successors (hereinafter called the "Grantor") without limitation and all other facilities installed in conjunction with or ancillary to all of the Grantee's operations (hereinafter called "facilities"), for the purpose of supplying water and sewer services to the Grantor.

Section 3. The facilities of the Grantee shall be installed, located, or relocated so as to not unreasonably interfere with traffic over the public rights-of-way or with reasonable ingress and egress to abutting property. It is the intent of the foregoing provision that all lanes of travel shall remain accessible for use by vehicular traffic. To avoid conflicts with traffic, the location and relocation of all facilities shall be made as representatives of the Grantor may prescribe in accordance with the Grantor's reasonable rules and regulations, as revised, repealed or promulgated from time to time, with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (a) shall not prohibit the exercise of the Grantee's right to use said public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic, (b) shall not unreasonably interfere with the Grantee's ability to furnish reasonably sufficient, adequate and efficient water and sewer service to all of its customers, and (c) shall not require the relocation

of any of the Grantee's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or other work changing the configuration of the paved, or if the public right-of-way is unpaved, on the traveled portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with motor vehicular traffic. When any portion of a public right-of-way is excavated by the Grantee in the location or relocation of any of its facilities, the portion of the public right-of-way so excavated shall within a reasonable time be replaced by the Grantee at its expense and in as good condition as it was at the time of such excavation.

Section 4. The Grantor shall in no way be liable or responsible for any accident, personal injury, property damage or any claim or damage that may occur in the construction, installation, operation, removal, repair, relocation, or maintenance by the Grantee its employees, agents, contractors, subcontractors, sub-lessees, or licensees, in connection with or relation to its facilities hereunder. The acceptance of the franchise granted pursuant to this Franchise Agreement by the Grantee shall be deemed an agreement on the part of the Grantee to indemnify the Grantor, its officials, employees, and agents, and hold it harmless against any and all liability, loss, cost, damage or expense which may accrue to the Grantor by reason of the negligence, default or misconduct of the Grantee or other third party arising from the construction, installation, operation, removal, repair, or maintenance of its facilities hereunder. The Grantor agrees that neither it nor its officers, employees, or agents, all in their official capacity, shall be indemnified to the percentage of its or their fault in an accident or other occurrence that Grantor or its officers, employees, agents, or volunteers, all in their official capacity, is responsible for in any incident for damages or injuries (including but not limited to injury or death) arising from the gross negligence and wanton, willful, and intentional misconduct of the Grantor or its officers, employees, agent, or volunteers. For an additional Ten Dollars (\$10.00) paid to the Grantee, and for other good and valuable consideration, the receipt of which is hereby acknowledged by the Grantee, the Grantee agrees that it has received sufficient consideration for its agreement to indemnify the Grantor as set forth above.

Section 5. As a consideration for this franchise, the Grantee shall pay to the Grantor, commencing 30 days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which will equal 6% (six percent) of the Grantee's billed revenues (which also include connection/disconnection charges, impact fees, readiness-to-serve charges, demand charges, meter charges, and the like), less actual write-offs, from the sale of water to residential, commercial and industrial customers within the incorporated areas of the Grantor for the monthly billing period.

Section 6. Failure on the part of the Grantee to comply in any substantial respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by the Grantee until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction that the Grantee has failed to comply in a substantial respect with any of the provisions of this franchise, and the Grantee shall have six months after such final determination to make good the default before a forfeiture shall result with the right of the Grantor at its discretion to grant such additional time to the Grantee for compliance as necessities in the case require. Such final determination by a court of competent jurisdiction, including any final appellate determination or ruling, shall allow Grantor to proceed with its choice of remedies, provided, however, that the Grantor may, in its discretion, grant such additional time to the Grantee for compliance as the Grantor determines are in the best interests of Grantor and Grantor's citizens. Non-substantial or non-material defaults or failures by the Grantee shall be remediable pursuant to any available legal remedies.

Section 7. Failure on the part of the Grantor to comply in substantial respect with any of the provisions of this ordinance, including but not limited to: (a) denying the Grantee use

of public rights-of-way for reasons other than unreasonable interference with motor vehicular traffic; (b) imposing conditions for use of public rights-of-way contrary to Florida law or the terms and conditions of this franchise; (c) unreasonable delay in issuing the Grantee a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise and entitle the Grantee to withhold all or part of the payments provided for in Section 5 hereof until such time as a use permit is issued or a court of competent jurisdiction has reached a final determination in the matter. The Grantor recognizes and agrees that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of the Grantee's delegated sovereign right of condemnation and that the Grantee, in its sole discretion, may exercise such right.

Section 8. Service Rules and Regulations. Grantee is duly empowered to establish, amend, and enforce Service Rules and Regulations for its operations to the extent that they do not conflict with this Ordinance or the Settlement Agreement, without prior approval of the Grantor provided:

- a. They have been filed with the Town Manager of the Grantor, and
- b. They are not unjust, inequitable, or discriminatory.

Nothing in this Section prohibits the Grantor from challenging the Service Rules and Regulations on the basis of unreasonableness, discrimination, or inconsistency with this agreement.

Section 9. Work in Public Areas. a. All work performed in Public Areas by Grantee shall be done in a workmanlike manner, and within reasonable times, in accordance with the ordinances, rules or other policies of the Grantor.

b. If the Grantor deems it necessary or advisable to connect fire hydrants or other devices to combat fire, no charge shall be made to the Grantor or the respective fire department for the connection. This does not prohibit Grantee or any governmental entity from charging a private developer for such cost.

c. Cost of removing or relocating of lines or facilities from the Public Areas at the request of the Grantor shall be borne by Grantee, unless otherwise agreed by the Grantor and Grantee. This does not prohibit Grantee, or any governmental entity from charging a private developer for such cost.

Section 10. Ownership of Lines and Equipment. a. All water supply facilities used, useful or held for use in connection with supply of water service under the terms of this franchise and installed and furnished shall remain the sole property of Grantee.

b. No person or entity shall have the right to connect to the facilities or to obtain any water services furnished by Grantee, except with the consent of and upon full compliance with the Service rules and Regulations of Grantee and upon payment of any contribution in aid of construction, connecting charges, fees or rates which may be established and required. No waiver of rates or charges may be granted by Grantee where to do so would result in discriminatory rates or charges.

Section 11. Assignment. This franchise shall not be assigned or transferred by Grantee, without first obtaining the written consent of the Grantor. Consent shall be granted only upon a showing that it is in the best interests of the ratepayers and the residents of the Service Area, and that the assignee is fully capable of and willing to perform fully and in a timely manner, all

obligation contained in this agreement. The Grantor shall act upon a written application under this paragraph within 120 days after it is filed by Grantee and the proposed assignee.

Section 12. Grantor Actions. The Grantor agrees to adopt or amend all legislation and to take all actions reasonable and necessary for the protection and enforcement of Grantee's rights under this agreement.

Section 13. Compliance with Other Law; Plans; Permits. a. Grantee will conduct its operations in such a manner as to comply with any local, state, or federal laws, rules and regulations which may apply to its business.

b. Grantee will submit all plans for future installations to the Grantor.

c. Grantee will obtain any permits required by the Grantor and will be responsible for having all work performed by duly licensed persons or entities.

d. The Grantor shall have the right to inspect the work or the facilities in their respective Service Areas to see that they are constructed according to applicable plans, specifications and requirements.

Section 14. Reservation of Rights. Except as otherwise set forth in this agreement, the Grantor reserves all other rights granted to them by Florida law.

Section 15. Failure to Comply. Failure on the part of Grantee to comply in any material respect with the provisions of the franchise shall be grounds for forfeiture of the grants contained herein. However, no such forfeiture shall be exercised until written notice of such failure to comply has been given. Upon receipt of such notice, Grantee shall have 90 days within which to comply or show cause for its failure to do so.

Section 16. Purchase of Property. Grantee hereby grants to the Grantor the right of first refusal prior to any sale of the assets of Grantee within the Service Area to any other person or entity. In the event of a proposed sale Grantee shall offer the assets to the Grantor on the same terms and conditions as contained in the proposed sale, and the Grantor shall have 90 days in which to exercise the right of first refusal.

Section 17. Commitment to Provide Service. Grantee agrees that it will use its best efforts, skill, and experience to provide first-class central water supply and distribution and wastewater service to the Service Area described herein.

Section 18. That the Grantor and Grantee agree that the Franchise Agreement created by this ordinance and Grantee's acceptance hereof, shall terminate by its own terms at 12:01 a.m. ten (10) years after the effective date of the Franchise Agreement.

Section 19. The Grantor may, upon reasonable notice and within 90 days after each anniversary date of this franchise, at the Grantor's expense, examine the records of the Grantee relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at the Grantee's office where such records are maintained.

Section 20. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect, the entire ordinance shall be null and void and of no force or effect.

Section 21. As a condition precedent to the taking effect of this ordinance, the Grantee shall file its acceptance hereof with the Grantor's Clerk within 30 days of adoption of this ordinance.

SECTION 2. Effective Date. This Ordinance shall be effective upon the date which Grantee files an acceptance with the Town.

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

- Council Member Marisa Acquaviva
- Council Member Brian Vail
- Council Member Steve Rivet
- Council Member Dave Scardino
- Council Member Mary Hofmeister

Passed and adopted by the Town Council, Town of Malabar, Brevard County, Florida this ____th day of August 2022.

BY:

TOWN OF MALABAR

Mayor Patrick T. Reilly
Council Chair

First Reading: 08/01/2022

Second Reading: 08/15/2022

ATTEST:

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

(seal)

APPROVED as to form and content:

Karl W. Bohne, Jr.
Town Attorney

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 12.c.

Meeting Date: August 1, 2022

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

SUBJECT: Direction on Job Postings for Clerk & Treasurer - 1st round closed 7/20/2022

BACKGROUND/HISTORY:

The initial job postings closed on 7/20/2022. We received eight submittals for the two openings.

The night of the Budget Workshop, I asked SPM Morrell to hand out the packets I prepared for you with a memo and spread sheet of findings from initial review of the resumes.

In preparation of the 8/1/2022 meeting I asked each of you to review, evaluate and rank the applicants 1- 3 or direct that we re-advertise for an additional 30 days.

You may also direct that we contact the top ranked persons for interviews. Professional background checks aren't typically done at this point; it is usually done when you make the initial offer of employment. You could request more information on an item they mentioned in their resume at this point.

ATTACHMENTS:

- Memo from Clerk/Treasurer dated 7/25/2022
- Resumes previously distributed to Council

ACTION OPTIONS:

Council Direction to Staff

TOWN OF MALABAR

MEMORANDUM

Date: July 25, 2022 2022-TC/T-046
To: Honorable Mayor, Town Council
From: Debby K. Franklin, C.M.C., Town Clerk/Treasurer
Ref: Results of Advertising for Clerk and Treasurer – rec'd. 6/21/22 through 7/20/22

Town Council directed that these two positions be advertised for a 30-day period at their RTCM of 6/20/2022. Both positions were advertised starting on 6/21 in the FACC, IIMC, FGFOA, GFOA and the Government Jobs website.

We requested interested persons submit their resumes to my attention before July 20, 2022. We received three (3) Clerk submittals and five (5) Treasurer submittals.

I would suggest that you review these submittals and rank them from 1 – 3 with 1 being the top choice. Or you can direct that we readvertise for an additional 30 days. This will be on the agenda of August 1 for Council discussion/action for next steps and direction to staff:

- Background checks
- Interviews
- Readvertisement
- Council discretion

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 13.a.

Meeting Date: August 1, 2022

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

SUBJECT: Upcoming Meeting Reminder

BACKGROUND/HISTORY:

Workshop to discuss Draft Budget Presentation

ATTACHMENTS:

- Draft Budget Presentation for August 8, 2022

ACTION OPTIONS:

Council Discussion and Recommendations

TOWN OF MALABAR

COUNCIL BUDGET WORKSHOP MEETING

MONDAY, AUGUST 8, 2022

7:30 P.M.

MALABAR TOWN HALL

2725 MALABAR ROAD

MALABAR, FLORIDA

AGENDA

1. CALL TO ORDER, PRAYER AND PLEDGE
2. ROLL CALL
3. WORKSHOP ACTION:
 - Draft Budget Presentation
4. ADJOURNMENT

If any individual decides to appeal any decision made by this Council with respect to any matter considered at this meeting, a verbatim transcript may be required and the individual may need to insure that a verbatim transcript of the proceeding is made (FS 286.0105). The Town does not provide this service.

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation for this meeting should contact the Town Clerk at 727-7764 at least 48 hours in advance of this meeting.