



REGULAR TOWN COUNCIL MEETING

Monday, March 21, 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 03/07/2022 RTCM**

Exhibit: Agenda Report Number 4a

Attachments:

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

- b. **Purchase of replacement of public safety radios utilizing other agency contract, Brevard County Contract, B-7-21-81, 800mHz Radio System Maintenance, awarded to Communications International, Inc. (CII)**

Exhibit: Agenda Report Number 4b

Attachments:

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

5. STAFF REPORTS

- a. **Manager**
 - b. **Special Projects Manager**
 - c. **Clerk**
 - d. **Attorney**

Exhibit: Agenda Report Number 5d

Attachments:

- **Agenda Report Number 5d** (Agenda_Report_Number_5d.pdf)

6. PUBLIC COMMENTS

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

Five (5) Minute Limit per Speaker

7. PUBLIC HEARINGS: 2

a. Final Adoption of Amending Chapter 6 Building Codes Pertaining to Unsafe Structures (Ordinance 2022-02)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; RELATING TO BUILDING CODES; AMENDING CHAPTER 6, SECTION 6-1 OF THE CODE OF ORDINANCES OF THE TOWN; PROVIDING FOR ADOPTION OF CERTAIN MODEL CONSTRUCTION CODES DEALING WITH ABATEMENT OF DANGEROUS BUILDINGS AS PROVIDED IN THE FLORIDA BUILDING CODE 1997 EDITION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 7a

Attachments:

- **Agenda Report Number 7a** (Agenda_Report_Number_7a.pdf)

b. Request to Vacate Ten Foot (10') Alley Dividing Parcels in Oakhurst Plat (Resolution 05-2022)

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; PROVIDING FOR THE VACATE OF THE TEN (10) FOOT WIDE ALLEY THAT RUNS APPROXIMATELY 138 FEET BETWEEN PARCEL 29-38-06-02-A-1 AND PARCEL 29-38-06-02-A-6; AUTHORIZING THE TOWN CLERK TO RUN A LEGAL ADVERTISEMENT OF THIS ADOPTED RESOLUTION; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 7b

Attachments:

- **Agenda Report Number 7b** (Agenda_Report_Number_7b.pdf)

8. 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 to seek bids for Pavilions

Exhibit: Agenda Report Number 8a

Attachments:

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

b. Request from Space Coast Flight to pay for an additional porta-potty in Malabar Community Park near the soccer field for the remainder of their season (May).

Exhibit: Agenda Report Number 8b

Attachments:

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

c. Waiver of Accumulated Fees and Release of Lien for 2415 Malabar Rd

Exhibit: Agenda Report Number 8c

Attachments:

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

d. Malabar Scrub Sanctuary Scrub Habitat Restoration Permit Application Submittal

Agenda Report Number 8d

Attachments:

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

9. ACTION ITEMS

ORDINANCES for FIRST READING:0

RESOLUTIONS:1 done under Public Hearing "Agenda Item 7.b"

MISCELLANEOUS:1

a. Request for Council to take legal action to provide Public Access to Publicly Purchased Land (Malabar Scrub Sanctuary) by CM Scardino

Tabled 3/7/2022

Exhibit: Agenda Report Number 9a

Attachments:

- **Agenda Report Number 9a** (Agenda_Report_Number_9a.pdf)

10. DISCUSSION/POSSIBLE ACTION

a. Request for Council to consider extending Malabar Term Limits (CM Scardino)

Exhibit: Agenda Report Number 10a

Attachments:

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

b. Discussion of potential Road closure of Marie Street South (CM Vail)

Exhibit: Agenda Report Number 10b

Attachments:

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

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

11. PUBLIC COMMENTS

General Items (Speaker Card Required)

12. REPORTS - MAYOR AND COUNCIL MEMBERS

13. ANNOUNCEMENTS

(2) Vacancies on the Trails and Greenways Committee

14. ADJOURNMENT

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

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

Contact: Debby Franklin (townclerk@townofmalabar.org 321-727-7764) | Agenda published on 03/17/2022 at 2:44 PM

TOWN OF MALABAR

Regular Town Council Meeting

AGENDA ITEM NO: 4.a

Meeting Date: March 21, 2022

Prepared By: Richard W. Kohler, Deputy Town Clerk/Treasurer

SUBJECT: Approve Minutes of 03/07/2022 RTCM

BACKGROUND/HISTORY:

Summary of actions at the 3/7/2022 Regular Town Council Meeting

FINANCIAL IMPACT:

N/A

ATTACHMENTS:

N/A

ACTION OPTIONS:

Discussion

**MALABAR TOWN COUNCIL
REGULAR MEETING MINUTES
MARCH 07, 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 Acquaviva 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
TOWN MANAGER:	MATT STINNETT
SPECIAL PROJECTS MANAGER	LISA MORRELL
TOWN ATTORNEY:	KARL BOHNE
TOWN CLERK/TREASURER:	DEBBY FRANKLIN, excused
DEPUTY CLERK/TREASURER	RICHARD KOHLER.
FIRE CHIEF	MIKE FOLEY

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

4. CONSENT AGENDA:

4.a. RTCM Minutes of 2/07/22

4.b. b. Award of RFP 2022-01 to Southeastern Lighting Solutions for Parks, Facilities, and Wayfinding Signs

4.c. Approve Piggy-back Plan Review & Building Inspections Services, IFB#09-0-2021, City of Palm Bay, Joe Payne, Inc.

4.d. Approve contract with MCCi for scanning and archiving purposes

4.e. Approve Piggy-back Procurement of Electronic Sign – Art-Kraft Sign Company

4.f. Approve Glenn’s Tire & Service Company for Town Heavy Equipment Tires

4.g. Approve Purchasing Card Program with Bank of America under the State of Florida Contract

SPM Morrell stated that there is a scrivener’s error in 4d.

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

5. ATTORNEY REPORT: None

6. BCSO: None

7. BOARD / COMMITTEE REPORTS:

7.a. T&G Committee: Chair Drew Thompson – Informed Council that the T&GC has successfully included a new trail from the fences on Cameron Preserve. This allows one directional travel on the single-track trail. The trail building work was a collaborative effort from Mountain Bikers from across the County. The new trail has been named the Impala Trail, and it is entirely in the Cameron Preserve. There has also been one trail barricade removed near the GlennBrook Retirement home. He then stated that the T&GC will begin looking at signage for the northern edge of the Cameron Preserve.

7.b. Park & Recreation Board: Chair Eric Bienvenu – not present

7.c. P&Z Board: Chair Wayne Abare – not present

8. STAFF REPORTS:

8.a. Town Manager Matt Stinnett – Provided an update on Rivet Lane, and states we are expecting the plans next week. There has also been positive and open dialog with the EELs program in the past week.

8.b. Special Projects Manager Lisa Morrell – Published the ARP webpage today, and thanked Council for the passing of the items on the consent agenda.

8.c. Fire Chief – Went over the written report provided to Council. Applied for the Fire House Sub Grant and a BCFR Grant, and there recently was an ISO study.

8.d. PW Director -written report

8.e. Clerk – Staff has done the research required to determine if redistricting is necessary as stated in Chapter 7 of Code if population in any of the five districts has a variance of more than 10%. After comparing the counts from the 2017 redistricting and the 2020 Census and adding in the new homes through December 2021 that variance has not been met. We added 42 new homes built in 2020 and 2021.

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: 1

10.a. Decision by Council to Authorize the Closure of Lett Lane north of Booth Rd
Per Chapter 13, Section 13-26 a public road can only be closed, temporarily or permanently by Malabar Town Council after a Public Hearing and notice to the surrounding property owners. The existing gate was erected by an adjacent property owner.

Exhibit:

Agenda Report No. 10.a.

Opened PH: none Closed PH:

Chair asked staff – as presented in Agenda Report. SPM Lisa gave background on issue. We have done all of the procedural steps to take this action.

Atty states that Council has the right to close a road. The issues you must consider is depriving people access to their property. The law mostly deals with improved and maintained roads. This is neither of those. To permanently close a road would be a problem. He had a familiar issue in Grant Valkaria, where they used locks, but the locks were opened regularly.

CM Scardino states the issue is that one property owner is restricting access to the rest of the Town, and the Town's industrial park is there. CM Scardino states the property owner has fences, cameras, and has chased him away at gun point.

MOTION: CM Vail / CM Hofmeister to approve Resolution 04-2022.

Discussion: CM Scardino states that one resident shouldn't control what kind of growth occurs in Town. He feels the gate has been put up to hide criminal activity, including a documented fuel spill.

Atty states that if there is an unauthorized gate, we can not allow it.

CM Acquaviva states that this would be fine for a private road, but this is a public ROW.

CM Vail states that this issue has come up before all across the Town, like at the ends of Hall and Atz Road. Typically, pedestrian traffic is allowed, and property owners are allowed as well. Why is that different?

Atty states that the Town put up fences across Hall and Atz, a private resident has placed a gate across a public Right of Way.

SPM Morrell states that there are reasons to close a ROW, such as flooding or construction. This is not why this road is closed.

Atty states that if we gate and lock the area, the property owner will put his own lock on it.

CM Rivet states that if there was public interest in a gate, we could put one in. This appears to be causing a problem, so we should not allow it.

Mayor states that Mr. Callagy allows people to enter from the rear of his property to access the north side of Lett Lane since the south end is blocked.

CM Acquaviva states she would have loved to hear from any of the residents effected by this, but none are here.

Mayor states one property owner has contacted him and is opposed to the gate being there.

ROLLCALL VOTE: CM Acquaviva, Nay; CM Vail, Aye; CM Rivet, Nay; CM Scardino, Nay; CM Hofmeister, Nay. Motion Fails 4 to 1.

CM Vail stated that there is an issue on South Marie Street with people causing a nuisance, and in that particular scenario, a temporary gate would help.

11. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO RESIDENTS PRESENT AT MEETING: 2

11.a. Request for Council to Take Legal Action to Provide Public Access to Publicly Purchased Land (Malabar Scrub Sanctuary) by CM Scardino

Exhibit: Agenda Report No. 11.a.

Murray Hann, 1365 Corey Rd stated that he appreciates CM Scardino's and the Town's action in trying to take the fences down. They make everyone look bad. He gave an extra explanation of the gate that was removed near Glenbrook. In talking with TM Stinnett, he has learned there has been progress with Mr. Knight and the EELs program. He is assuming that the Town hasn't been served with a suit because the County knows they don't have a case. Maybe the fastest way to get the fences down would be to table this for a few weeks.

CM Scardino states he is not opposed to tabling this for a few weeks. He believes we are on firm ground to ask them to remove the gates.

Atty states that the fences were put up without the necessary permits. The quickest step would be the special magistrate. He believes that there has been more discussion.

TM Stinnett states that he doesn't have a proposal for tonight, but there has been progress. We do not have a suit filed against us.

Atty states that the State of Florida will be a respondent in any case we bring, and he feels they don't care. If we take the special magistrate avenue, both the County and State will get noticed.

CM Scardino states that we need to show them we mean business. If we go to the special magistrate, how long will it take for the fences to come down? The Special Magistrate angle may work as it involves the state.

Atty states he likes Mr. Hann's idea

MOTION: CM Scardino/CM Vail to table this item until the next RTCM.

Motion Passes 5-0 (All Ayes)

12. ACTION ITEMS: ORDINANCES for FIRST READING: 1; RESOLUTIONS: 0; MISC: 0
12.a. Amend Chap 6 Building Codes Pertaining to Unsafe Structures (Ord 02-2022)

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, RELATING TO BUILDING CODES; AMENDING CHAPTER 6, SECTION 6-1 OF THE CODE OF ORDINANCES OF THE TOWN; PROVIDING FOR ADOPTION OF CERTAIN MODEL CONSTRUCTION CODES DEALING WITH ABATEMENT OF DANGEROUS BUILDINGS AS PROVIDED IN THE FLORIDA BUILDING CODE 1997 EDITION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12.a.

Motion: CM Rivet/ CM Hofmeister to approve Ordinance 02-2022

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

RESOLUTIONS: 0

MISCELLANEOUS: 1

12.b. Request from Trails & Greenways Committee for Council Directive to Brevard County Commission regarding Briar Creek Blvd.

Exhibit: Agenda Report No. 12.b.

Chair asked T&GC Chair Thompson to present: Chair Thompson state the committee is concerned with safety. There is an emergency ingress and egress from the Malabar ROW of Briar Creek Blvd. Residents also take this area to work and are now blocked. There are also trees inside of the 100' ROW. It is the T&GC's recommendation to protect this ROW, as it is essentially a trail. On January 31st, this issue was discussed at the BCBPTO. If we do not have the area marked during restoration, there could be an issue of blocked access.

CM Vail asks if there has been a survey done on the ROW? TM Stinnett states yes. CM Vail suggests we mark and tape it in house.

TM Stinnett states that the trees in the ROW have been discussed, and its not likely it will happen. In terms of keeping it passable, they use the road to access the park too, so they want it in good condition.

Thompson states that in Malabar West, they lack the 1000' buffer the PVA stated was required. That can potentially be a huge factor. From Brook Hollow, the trees along the ROW screen the view of Malabar Road.

CM Acquaviva stated she has discussed this with TM Stinnett and feels it is hopeful.

MOTION: CM Rivet/ CM Acquaviva move that the Briar Creek Blvd Right of Way be maintained and that no trees are removed without Town of Malabar permission. (5-0) All ayes

Chair dismissed Attorney.

13. DISCUSSION / POSSIBLE ACTION: 0

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

15. REPORTS – MAYOR AND COUNCIL MEMBERS

CM Acquaviva: Wanted to acknowledge the approval of the Digital Sign and noted that maintenance can be tough. SPM Sated that ArtKraft was the awarded vendor, and they produced the Port Malabar Rd Community Center Sign.

CM Vail: no

CM Rivet: no

CM Hofmeister: Wanted to thank the T&GC and the BMBA. The work you have done has been incredible. Opening a new trail in the face of adversity is a special event.

CM Scardino: Also thanked the T&GC and the BMBA. Asked if they have changed the speed limits on US 1? SPM Morrell stated that there is some resurfacing going on south of us, and there has been increased enforcement.

Mayor Reilly: no

16. ANNOUNCEMENTS: Openings on T&G Committee.

17. ADJOURNMENT: There being no further business to discuss and without objection, the meeting was adjourned at 8:27 P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

Richard Kohler
Deputy Town Clerk/Treasurer

Date Approved: 03/21/2022

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 4.b.
Meeting Date: March 21, 2022

Prepared By: Michael Foley, Fire Chief
Through: Lisa Morrell, Special Projects Manager

SUBJECT: Purchase of replacement of public safety radios utilizing other agency contract, Brevard County Contract, B-7-21-81, 800MHz Radio System Maintenance, awarded to Communications International, Inc. (CII)

BACKGROUND/HISTORY:

Brevard County Emergency Management owns the Public Safety Radio system in Brevard County. Emergency Management has announced that they will convert the current Public Radio System from analog to P25 Phase II in 2025. In preparing customers for the P25 conversion, Communications International, Inc. (CII) has reviewed the Town of Malabar Fire Department's inventory and has prepared a quote for radio replacements that are guaranteed to operate on today's systems as well as the planned P25 Phase II in 2025 upgrades.

In review of the Town of Malabar inventory, all the radios that are currently being used by public safety and command personnel have met their "end of support" and do not carry the ability to be P25 ready. The attached 2021-2022 inventory of radios will be replaced by CII quoted equipment replacements totaling \$127,160.27 utilizing, other agency contract, Brevard County contract B-7-21-81, which includes pricing discounts in attachment D of 25% off list price. CII is the vendor awarded for the maintenance and operational support of the Brevard County Public Radio System. Malabar Fire Department receives radio dispatch services through Brevard County by interlocal agreement(s) and provides emergency response services through mutual aid agreement(s).

The Town of Malabar has elected for the standard allowance methodology for recovery of revenue losses for funding receives through Coronavirus State & Local Fiscal Recovery Funds (SLFRF); additionally emergency operations centers & emergency response equipment (e.g., emergency response radio systems) are eligible uses for Responding to the Public Health Emergency under the Final Rule published by the U.S. Treasury.

ATTACHMENTS:

2021-2022 Malabar Fire Department Inventory
MVFD QO0018749 complete replace equipment 031122
Brevard County Contract B-7-21-81, pages 1 and 23

FINANCIAL IMPACT:

525. 3020, SLFRF (ARP Funds) totaling \$127,160.27

ACTION OPTIONS:

Motion to approve the purchasing of new radios and equipment as quoted by Communications International, Inc., located at 4450 US Highway 1, Vero beach, FL 32967, utilizing other agency contract, Brevard County B-7-21-81, Public Safety Radio System Maintenance.

Malabar Fire Department 2021-2022

Serial Number	LID	Description		
PORTABLES				
A40138011689	4019	XG25 Scan Portable	Lt. Office	
A40138011690	4018	XG25 Scan Portable	Lt. Office	
A40204005AEB	4086	XG25 Scan Portable	Chief Office	
A40206001A36	4214	XG75PE Scan Portable	Chief Foley	
A40206002BF7	4203	XG75P Scan Portable	Lt. Hooker	
A40206002C00	4090	XG75P Scan Portable	Lt. Riley	
Total: 6				
WARRANTY PORTABLES				
A40206002F12	4220	XG75P Scan Portable 11.2.21	Lt. Barkley	
A40206002F0B	4221	XG75P Scan Portable 11.2.21	E99-3	
A40206002F11	4222	XG75P Scan Portable 11.2.21	D/E	
A40206002F0C	4223	XG75P Scan Portable 11.2.21	E99-4	
A40206002F10	4224	XG75P Scan Portable 11.2.21	Lt. Borda	
Total: 5				
MOBILES				
1636708	4020	Orion Scan Mobile	T99	
9037532	11557	M7100 Mobile	Chief Office	
9044706	4199	M7100 Mobile	B99	
9044708	4198	M7100 Mobile	Chief Office	
9075261	4191	M7100 Mobile	E99	
9075262	4149	M7100 Mobile	SQ99	
9075545		M7100 Mobile	Chief Office	
9129789	4197	M7100 Mobile	Chief Office	
9130151	4201	M7100 Mobile	Chief Office	
9130629	4150	M7100 Mobile	B299	
9137943	4196	M7100 Mobile	Chief Office	
9199541	4193	M7100 Mobile	Chief Office	
9200392	4195	M7100 Mobile	Chief Office	
Total: 13				
DESKTOP BASE STATION				
9205506	4190	Desktop Base Station		
Total: 1				\$0.00



Quotation

Page 1 of 3
 Quotation ID QO0018749
 Date 03/15/2022
 Expiration date 04/07/2022
 Terms N30
 Salesperson Raymond Desmarais
 Phone (321) 636-9885
 E-mail rdesmarais@ask4ci.com

Communications International, Inc.
 4450 US Highway 1
 VERO BEACH, FL 32967

Bill to

Malabar Fire Rescue
 Town of Malabar
 Attn: Debby Franklin
 2725 Malabar Road
 MALABAR, FL 32950

Delivery address

Malabar Fire Rescue
 Town of Malabar
 Attn: Debby Franklin
 2725 Malabar Road
 MALABAR, FL 32950

Malabar Fire Rescue

Quote is to replace 14 mobile radios XL185M and 14 Portable radios

NOTE: Please allow for a 10% increase of cost over long period of budget planning process to allow for any increase that may occur

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XT-MPS1M	MOBILE, XL-185M, SINGLE BAND	9.00	3,500.00	28%	2,520.00	22,680.00
XT-PL8Y	FEATURE, ENCRYPTION LITE	9.00	0.01	0%	0.01	0.09
XT-PL4F	FEATURE, PHASE 2 TDMA	9.00	250.00	28%	180.00	1,620.00
XT-PL5K	FEATURE P25 OTAP PROFILE	9.00	265.00	28%	190.80	1,717.20
XT-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	9.00	695.00	28%	500.40	4,503.60
XT-PL4L	FEATURE, SINGLE BAND, 7/800	9.00	0.01	0%	0.01	0.09
XT-P25ED	FEATURE PACKAGE, P25 & EDACS TRUNKING	9.00	2,000.00	28%	1,440.00	12,960.00
XT-MA4A	KIT, MOUNTING XL-MOBILE UNIVERSAL	9.00	600.00	28%	432.00	3,888.00
XT-MC6A	MICROPHONE, XL, STANDARD MOBILE	9.00	105.00	28%	75.60	680.40
XT-CP6A	CONTROL UNIT, XL-CH	9.00	1,500.00	28%	1,080.00	9,720.00
KGI825	Larsen - 806-896 Interior Glass Mounted Antenna	9.00	121.49	0%	121.49	1,093.41
RFT12022T	TNC Male Crimp Connector for RG-58U	9.00	5.32	0%	5.32	47.88
C-EB30-HXL-1P	1-Piece Equipment Mounting Bracket, 3" Fits Harris XL Series	9.00	30.28	0%	30.28	272.52
XS-PPS1M	PORTABLE, XL-185P 7/800MHZ, PKP, BLK, US	14.00	2,050.00	28%	1,476.00	20,664.00

Quotation

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XS-PL5K	FEATURE,PROFILE OTAP OVER-THE-AIR PRGM	14.00	265.00	28%	190.80	2,671.20
XS-FW2X	OPERATION, LOAD NIFOG PERSONALITY	14.00	0.01	0%	0.01	0.14
XS-PL4F	Feature, P25 Phase 2 TDMA	14.00	250.00	28%	180.00	2,520.00
XS-PL8Y	Feature, Encryption Lite	14.00	0.01	0%	0.01	0.14
XS-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	14.00	695.00	28%	500.40	7,005.60
XS-P25ED	FEATURE PACKAGE, P25 AND EDACS TRUNKING	14.00	2,000.00	28%	1,440.00	20,160.00
XS-PL4L	FEATURE, SINGLE BAND 7/800	14.00	0.01	0%	0.01	0.14
XS-AE2V	SPEAKER MIC, REVO NC2, C1D2	14.00	190.00	28%	136.80	1,915.20
XS-PA3V	BATTERY,LI-ION,3100 MAH	14.00	150.00	28%	108.00	1,512.00
XS-NC5Z	ANTENNA,FLEX,HELICAL,136-870 MHZ	14.00	110.00	28%	79.20	1,108.80
XS-HC3L	BELT CLIP,METAL	14.00	30.00	28%	21.60	302.40
XS-CH4X	CHARGER,1-BAY,XL-185P	14.00	170.00	28%	122.40	1,713.60
XT-MPS1M	MOBILE, XL-185M, SINGLE BAND	1.00	3,500.00	28%	2,520.00	2,520.00
XT-PL8Y	FEATURE, ENCRYPTION LITE	1.00	0.01	0%	0.01	0.01
XT-PL4F	FEATURE, PHASE 2 TDMA	1.00	250.00	28%	180.00	180.00
XT-PL5K	FEATURE P25 OTAP PROFILE	1.00	265.00	28%	190.80	190.80
XT-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	1.00	695.00	28%	500.40	500.40
XT-PL4L	FEATURE, SINGLE BAND, 7/800	1.00	0.01	0%	0.01	0.01
XT-P25ED	FEATURE PACKAGE, P25 & EDACS TRUNKING	1.00	2,000.00	28%	1,440.00	1,440.00
XT-CP6A	CONTROL UNIT, XL-CH	1.00	1,500.00	28%	1,080.00	1,080.00
XT-CA6D	CABLE, POWER, XL-CH	1.00	87.00	28%	62.64	62.64



Quotation

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 Quotation ID QO0018749
 Date 03/15/2022
 Expiration date 04/07/2022

Item	Description	Quantity	Price	Line Discount	Net Price	Extended Price
XT-CA6L	CABINET, XL DESKTOP	1.00	650.00	28%	468.00	468.00
XT-CA6C	CABLE, POWER, VCH	1.00	105.00	28%	75.60	75.60
XT-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	1.00	222.00	28%	159.84	159.84
XT-MA4C	BRACKET, MOUNTING, XL CONTROL HEAD	1.00	68.00	28%	48.96	48.96
XT-MC6C	MICROPHONE, XL-MOBILE, DESKTOP	1.00	245.00	28%	176.40	176.40
XT-CA6M	CABLE, XL DESKTOP, ACCESSORY	1.00	250.00	28%	180.00	180.00
XT-LS6A	SPEAKER, EXTERNAL, MOBILE	1.00	60.00	28%	43.20	43.20
	P25 DECODINGBOXCHIP	1.00	200.00	0%	200.00	200.00
	Shipping	1.00	126.00	0%	126.00	126.00
	Programming	28.00	34.00	0%	34.00	952.00

Pre-tax Total \$127,160.27

Order Acceptance - Please sign below

Signature _____

Printed name _____

Date _____

***This quotation does not include tax
 Applicable taxes will be calculated during invoicing***

Not an Invoice – Do Not Pay

By signing this quotation and/or submitting a purchase order pursuant to this quotation you acknowledge that you have read and agree to be bound by Communications International, Inc.'s terms and conditions of sale, service, and technical support. Orders may be subject to shipping & handling charges. All warranties are manufacturer's warranties. Terms and Conditions: www.ask4ci.com/termsandconditions

PUBLIC SAFETY RADIO SYSTEM MAINTENANCE

THIS CONTRACT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and, Communications Int'l Inc. a business having its primary business location at 4450 US Hwy 1, Vero Beach, FL 32967, (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, Contractor currently provides certain Products and Services in relation to two-way radio communications within the boundaries of State of Florida; and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

WHEREAS, Brevard County desires to contract for the purchase of Products and Services from Contractor as described herein; and

WHEREAS, the Parties wish to establish terms, conditions and pricing under which the particular Products and Services will be purchased by the County; and

WHEREAS, the Parties hereby desire to enter into this Contract to set forth, in writing, their respective rights, duties and obligations hereunder.

NOW THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged and confessed, the Parties hereby agree as follows:

SECTION 1: DEFINITIONS

A. "Parties" shall mean, collectively, Contractor and the County.

B. "Products" shall mean the equipment, accessories and miscellaneous items Contractor offers for sale to Brevard County at negotiated pricing as stated within this Contract.

C. "Services" shall mean those services to be provided by Contractor to the County pursuant to this Contract including, but not limited to, maintenance, technical support, installations, training, labor, and testing.

D. "Software" means those Product(s) or portions thereof consisting of computer software programs, software utilities, and source code or object code.

E. "Fixed Equipment" is defined as the site repeater stations and associated equipment, multi-site coordinator, console electronic equipment and radio control stations and as otherwise specified described as Fixed Equipment in a Customer maintenance contract.

F. "Mobile Equipment" is defined as all vehicular mounted radios, personal portable radios, vehicular repeaters and portable radio chargers and as otherwise specifically described as Fixed Equipment for maintenance in this Contract.

G. "Demand Services" are defined as service requests that are not included in the fixed fee arrangement in this Contract.

H. "Working Hours" are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding holidays unless otherwise defined within this Contract.

ATTACHMENT D: Pricing Discounts

Pricing discounts for all Harris manufactured equipment will be at the current Public Safety discount level of 25% off list price as published on the Harris website. All list pricing will reference the most current pricing available from Harris Corporation.

All other vendor items will be priced to the County at either current published "Public Safety or Government" discount levels or at a minimum of 5% discount from the manufacturer's published list price, whichever provides the better discount level to the Customer.

Discounts on all other manufactured equipment, custom equipment, and software not having published pricing or discount levels will be quoted at the time of request. All prices will be at best pricing offered to Public Safety agencies by Contractor in the State of Florida.

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 5.d

Meeting Date: March 21st, 2022

Prepared By: Richard W. Kohler, Deputy Town Clerk/Treasurer

SUBJECT: Update on Painted Acres Litigation

BACKGROUND/HISTORY:

- a. See Attachment

FINANCIAL IMPACT:

- a. As Stated in attachment

ATTACHMENTS:

- a. Dean, Ringers, Morgan & Lawton Engagement Letter

ACTION OPTIONS:

- a. Action



DEAN, RINGERS, MORGAN & LAWTON
ATTORNEYS AT LAW

AUTHORITY TO REPRESENT AND FEE ARRANGEMENT

THE TOWN OF MALABAR (“the Client”) agrees to retain the services of DEAN, RINGERS, MORGAN & LAWTON, P.A., (“DRML”) and DRML agrees to provide legal services to the Client in the area of land use law in accordance with the following terms and understandings:

1. Professional Undertaking

DRML shall endeavor to represent the Client’s interests vigorously and efficiently but cannot guarantee success with respect to any individual case. DRML and the Client agree to promptly provide requested documentation, information, authorization, and instructions to the other and to promptly review and execute documents as requested by the other.

2. Fees and Billing

DRML will provide legal representation on the Client’s behalf at the hourly rates of \$180.00 for partners’ time; \$150.00 for associate lawyers’ time; and \$90.00 for paralegals’ time. DRML shall record all hourly time worked by professionals on the Client’s behalf to the nearest one-tenth (0.1) of each hour of time worked.

DRML will provide the client with invoices on a periodic basis, typically monthly, for services rendered and costs and expenses incurred during the preceding month. The Client agrees to promptly review such invoices and notify DRML, in writing, of any objections to work performed or the amount of fees or costs charged for work performed within twenty-one (21) days from the date of the invoice. If no written objections are made to the invoice within 21 days, the parties agree the fees and costs included within invoice reflect work which was necessary to the

representation and that the time rendered on the work was accurately recorded. All invoices are to be paid within thirty (30) days from the date they are issued for all work and costs not timely objected to by the Client.

3. Termination

Both, the Client and DRML may terminate DRML's representation at any time. If DRML elects to terminate its representation of the Client, it will provide reasonable notice to enable the Client to secure other counsel; ensure the Client's legal rights are protected; and comply with all applicable ethical responsibilities and deadlines established in the case which are pending at the time of termination.

4. Nonpayment

The Client agrees that, except as provided in paragraph 3, above, DRML will be relieved from the responsibility of performing any work following the Client's failure to timely pay any invoice in accordance with the terms of paragraph 2 of this Agreement. Moreover, in the event of such default, the Client agrees that DRML may terminate its representation and move to withdraw as legal counsel in any matter in which DRML is representing the Client. Should such event occur, the Client will promptly execute or consent to any motion required to accomplish the withdrawal.

5. Integration

This Authority to Represent and Fee Agreement represents the entire agreement between the parties to this Agreement. Neither party has made any representations or promises other than those contained in writing in this agreement. To avoid any misunderstanding over the terms of this representation, this agreement shall not be modified or waived in any respect except in writing signed by both parties.

ACKNOWLEDGMENT OF DESIRE TO EMPLOY FIRM

I/We understand and agree to the terms set forth above and do hereby employ your services in accordance with the same, and authorize you to use our/my funds held in your trust account for attorneys' fees and costs incurred during your representation.

Dated: _____, 2022 **By:** _____

Print Name: _____

ACCEPTANCE OF EMPLOYMENT BY FIRM

ATTORNEY NAME

Dated: _____, 2022 **By:** _____

Print Name: _____

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 7.a.

Meeting Date: March 21, 2022

Prepared By: Richard Kohler, Deputy Town Clerk/Treasurer

SUBJECT: Final Reading of Ordinance 2022-02 Providing Code for Unsafe Structures

BACKGROUND/HISTORY:

The International Code Council updates the Building Codes utilized in Florida construction triennially and is adopted by F.S. 553. Local governments then adopt those Codes so they will be referenced in the current code we cite when processing permits.

The Town's most recent update was in 2020. Building codes and regulations are covered in the front of the Code Book in Chapter 6. This is considered a housekeeping process for the benefit of residents and contractors working in Malabar. It also provides Town Staff guidance on what Codes to reference when dealing with permitting, construction, flood plain, demolition, fire control and life safety issues

In the past we also adopted the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition. Our most recent update inadvertently left that reference out. We are providing this to reinsert this reference in Chapter 6. This is also a necessary Code to pursue certain Nuisance violations found and brought to the Special Magistrate Hearing. Those regulations are covered in Chapter 2 of the Code and require reference to adopted Codes in order to prosecute.

In order to proceed with certain unsafe code enforcement activities, that Code must be identified as a Code the Town of Malabar has adopted.

This ordinance adds that Uniform Code back into the Chapter 6.

This Ordinance was heard for First reading and passed unanimously at the 3/07/2022 RTCM.

FINANCIAL IMPACT: Not applicable

ATTACHMENTS:

- Ordinance 2022-02
- Legal Advertisement

ACTION OPTIONS:

Council Action on Final Reading of Ordinance 2022-02

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, RELATING TO BUILDING CODES; AMENDING CHAPTER 6, SECTION 6-1 OF THE CODE OF ORDINANCES OF THE TOWN; PROVIDING FOR ADOPTION OF CERTAIN MODEL CONSTRUCTION CODES DEALING WITH ABATEMENT OF DANGEROUS BUILDINGS AS PROVIDED IN THE FLORIDA BUILDING CODE 1997 EDITION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the desire of the Town Council to adopt in all respects the various building and construction codes identified herein to provide for the health, safety, and general welfare of the public; and

WHEREAS, the Town Council adopted the most recent Codes approved by the Florida Legislature in 2021 but failed to include codes dealing with unsafe structures as previously provided in Ordinance 2018-01; and

WHEREAS, the existing codes as adopted in Ordinance 2020-15 are still current and applicable to new construction, remodels and demolition and are in the best interest of the public; and

WHEREAS, codification of the codes dealing with unsafe, dangerous structures and the abatement process as stated in this ordinance are also in the best interest of the public.

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

SECTION 1. Sections 6-1 of Chapter 6 of the Malabar Code of Ordinances is hereby amended as follows and all other codes referenced in Chapter 6 shall remain in force unless found to be in conflict with Florida Statute 553:

“Section 6-1. Codes and amendments adopted

As of December 31, 2020, the Florida Building Code supersedes all local building codes which are developed and maintained by the Florida Building Commission. It is updated every three years and may be amended annually to incorporate interpretative and clarifications. The 2020 7th Edition, Florida Building Code, Building, and the following volumes are adopted:

- The 2020 7th Edition, FBC, Residential
- The 2020 7th Edition, FBC, Accessibility
- The 2020 7th Edition, FBC, Energy Conservation
- The 2020 7th Edition, FBC, Florida Existing Building Code
- The 2020 7th Edition, FBC, Plumbing
- The 2020 7th Edition, FBC, Mechanical
- The 2020 7th Edition, FBC, Fuel Gas
- The 2020 7th Edition, FBC, Test Protocols for High Velocity Hurricane Zones

Additionally, the following are adopted:

- The Florida Fire Prevention Code, 2018 7th Edition, Chapter 9
- The National Electric Code (2018 Edition) N.F.P.A. 70*
- Dictionary of Architecture and Construction, 4th Edition”
- Uniform Code for Abatement of Dangerous Buildings, 1997 Edition

SECTION 2. Codification.

It is the intention of the Town Council of the Town of Malabar, Brevard County, that the provisions of Section 1 of this Ordinance become part of the Code of Ordinances of the Town of Malabar. The Town Clerk is hereby authorized and directed to cause the provisions of Section 1 of this ordinance to be incorporated into the Code of Ordinances.

SECTION 3. Severability.

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

SECTION 4. Conflicts.

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

SECTION 5. Effective Date.

This Ordinance shall become effective immediately upon its adoption.

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

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

PASSED AND ADOPTED by the Town Council, Town of Malabar, Brevard County, Florida this 21st day of March 2021.

BY:
TOWN OF MALABAR

Mayor Patrick T. Reilly, Council Chair

First Reading Approved: 03/07/2022 Vote: 5 to 0
Second Reading: 03/21/2022

ATTEST:
By _____
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

MAR 14 2022

RECEIVED

TOWN OF MALABAR
2725 MALABAR RD

MALABAR, FL, 32950

Ad#5150957 03/10/2022
TOWN OF MALABAR
NOTICE OF PUBLIC HEARING

The Malabar Town Council, Brevard County, Florida will convene in the Town Hall, 2725 Malabar Road, Malabar, Florida on Monday, March 21, 2022, at 7:30 PM or as soon thereafter as the matter can be heard, for a public hearing on the following topic:

Ordinance 2022-02
AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, RELATING TO BUILDING CODES; AMENDING CHAPTER 6, SECTION 6-1 OF THE CODE OF ORDINANCES OF THE TOWN; PROVIDING FOR ADOPTION OF CERTAIN MODEL CONSTRUCTION CODES DEALING WITH ABATEMENT OF DANGEROUS BUILDINGS AS PROVIDED IN THE FLORIDA BUILDING CODE 1997 EDITION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

Copies of this ordinance are available in the Clerk's office for review, 2725 Malabar Road, Malabar, Florida, during regular business hours. All interested parties may email comments to townclerk@townofmalabar.org or mail comments to 2725 Malabar Road, Malabar, FL 32950 or appear and be heard at this meeting of the Town Council with respect to these topics. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Clerk's Office, ADA Coordinator, 48 hours in advance of the meeting at 321-727-7764. Debby Franklin, CMC, Town Clerk/Treasurer

STATE OF WISCONSIN COUNTY OF BROWN:
Before the undersigned authority personally appeared said legal clerk, who on oath says that he or she is a Legal Advertising Representative of the **FLORIDA TODAY**, a daily newspaper published in Brevard County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

Notice Public Hearing

as published in **FLORIDA TODAY** in the issue(s) dated: or by publication on the newspaper's website, if authorized, on

03/10/2022

Affiant further says that the said **FLORIDA TODAY** is a newspaper in said Brevard County, Florida and that the said newspaper has heretofore been continuously published in said Brevard County, Florida each day and has been entered as periodicals matter at the post office in **MELBOURNE** in said Brevard County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm or coporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and Subscribed before me this 10th of March 2022, by legal clerk who is personally known to me

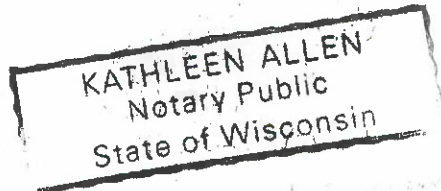
Affiant

Notary State of Wisconsin County of Brown

1-7-25

My commission expires
Publication Cost: \$83.59
Ad No: 0005150957
Customer No: BRE-6TO207
This is not an invoice

of Affidavits 1



**TOWN OF MALABAR
COUNCIL MEETING**

**AGENDA ITEM NO: 7.b.
Meeting Date: March 21, 2022**

Prepared By: Debby Franklin, Town Clerk/Treasurer

SUBJECT: Public Hearing – Vacate Platted Ten Foot (10') Alley Dividing Parcels in Oakhurst Plat (Reso 05-2022)

BACKGROUND/HISTORY:

The Oakhurst Plat was originally done in the early 1900's and created small lots fronting Highway 1 with an alley for service purposes on the rear side of the lots. Over the subsequent decades, the original lots have been combined, resold and have been rezoned for additional land use purposes. The current zoning is RM-6 which allows multiple family development but also allows mixed use development. Those small lots have been sold multiple times and since 2019 this alley has presented a challenge to the property owner of Lot 6 which is technically divided by this "alley" and Lot 5 which is under development. Vacation of this "alley" would provide this parcel an additional five (5) feet of property.

Town Council recently adopted Ord 2021-15 providing specific direction to staff on how to handle these types of requests. It has been legally advertised in Florida Today, the adjacent property owners within 500 feet have been sent notices of this meeting. A resolution has been drafted and reviewed by the Town Attorney, and if the vacate is granted the resolution will be recorded with Brevard County Clerk of Courts and a subsequent legal ad will published.

Staff requests Council approve this resolution vacating the 10' alley.

FINANCIAL IMPACT:

Financial obligations to legal notice the public, obtain a radius package, and conduct a public hearing. If approved, a subsequent legal ad will be run to alert public to the abandonment of this "platted alley". Notices to all property owners were also mailed out via USPS. These costs are covered by the application fee.

ATTACHMENTS:

Resolution 05-2022
Application package
Map of area and specific parcels
Copy of legal notices

ACTION OPTIONS:

Motion to approve and adopt Resolution 05-2022

RESOLUTION 05-2022

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE VACATE OF THE TEN (10) FOOT WIDE ALLEY THAT RUNS APPROXIMATELY 138 FEET BETWEEN PARCEL 29-38-06-02-A-1 AND PARCEL 29-38-06-02-A-6; AUTHORIZING THE TOWN CLERK TO RUN A LEGAL ADVERTISEMENT OF THIS ADOPTED RESOLUTION; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Malabar Town Council has received a request to consider the vacate of a ten (10) foot wide alley in Section 6 west of Highway 1 and south of Township Road; and

WHEREAS, Malabar Town Council has the legislative authority to vacate rights-of-way after a public hearing process, if determined that it does not serve a public purpose.

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

Section 1. The Town Council of Malabar, Brevard County, Florida, hereby approves the vacate of the 10-foot by 138-foot alley that separates Parcel 29-38-06-02-A-1 and Parcel 29-38-06-02-A-6 as it serves no public purpose.

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the Town Clerk to run the legal ad of this adopted resolution after recording with the Clerk of Court and send copies to all utility companies serving south Brevard County.

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

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

This Resolution was moved for adoption by Council Member _____ and a second by Council Member _____ and the vote was as follows:

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

This Resolution was then declared to be duly passed and adopted this 21st day of March 2022.

(seal)

TOWN OF MALABAR

By: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

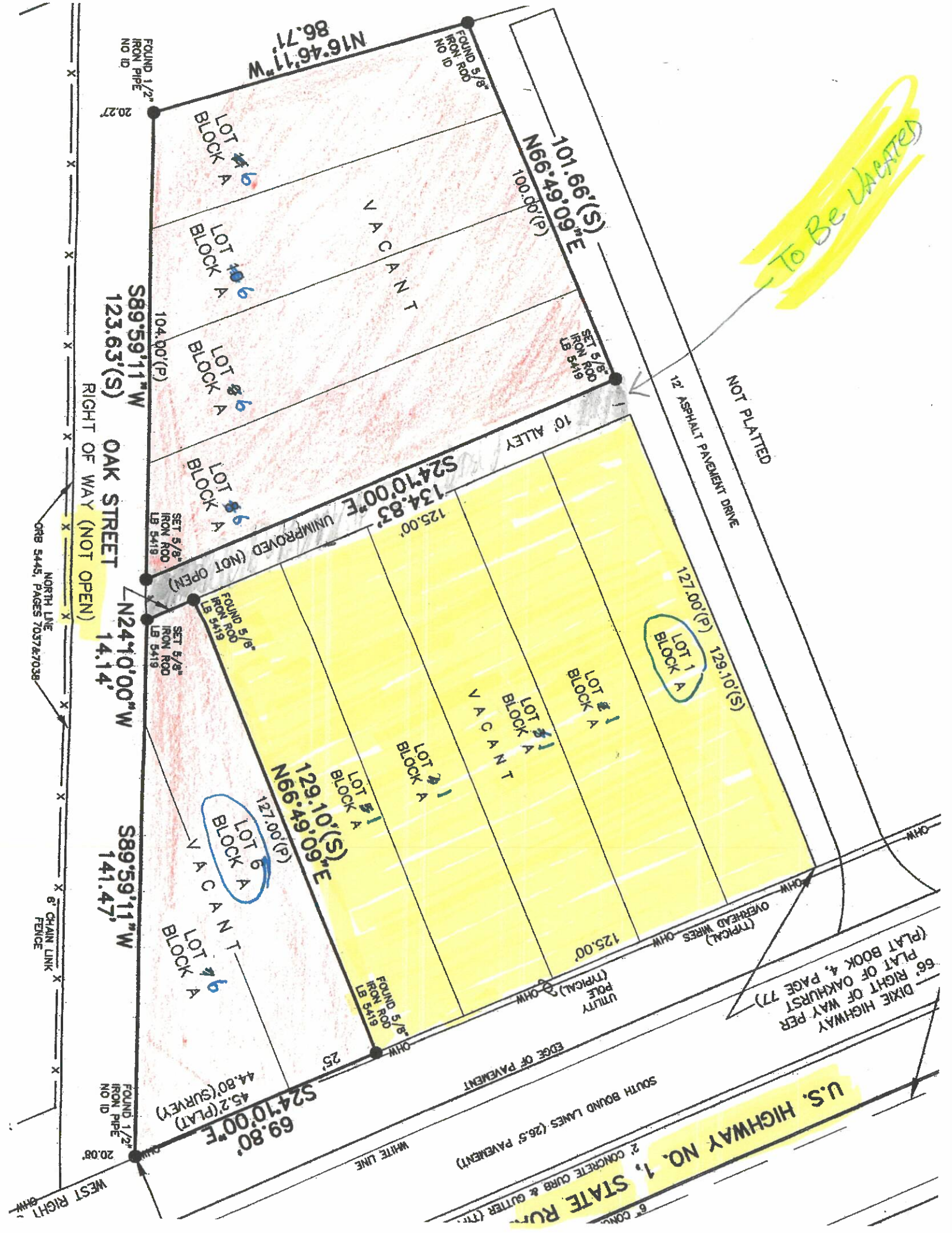
Debby Franklin

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

Approved as to form and content:

Karl W. Bohne, Jr., Town Attorney

To Be Deleted



CRB 5445, PAGES 7057&7038

6" CHAIN LINK FENCE

WEST RIGHT

U.S. HIGHWAY NO. 1, STATE ROAD
2' CONCRETE CURB & GUTTER (TYPICAL)
SOUTH BOUND LANES (26.5' PAVEMENT)
66' RIGHT OF WAY PER PLAT BOOK 4, PAGE 77
DIXIE HIGHWAY



TOWN OF MALABAR RIGHT OF WAY VACATE APPLICATION

Applicant: TONY CHILDEAS & RAJPAUL Date: 3/1/22

Mailing Address: 1740 Highway one Malabar FL 32950
(Street) (City) (State) (Zip)

Telephone: (321) 482 1336 Email: _____

Property Address: 1760 and 1740 US 1 Malabar FL 32931

Section: _____ Township: _____ Range: _____ Lot: 8-106 Block: A

Description of ROW to be vacated (ie. Width, length, adjacent parcel IDs: _____

Petition / Reason for Request:

Block A Lots 8 and 1-6 Oakhurst (AKA BIK A-6 AND BIK A-1)

WE would like to split the

10 FT unimproved ALLEY BETWEEN

the two PROPERTIES

Attach the following:

1. Signed and sealed survey showing right-of-way to be vacated.
2. Radius package of 500 feet from parcel adjacent to subject ROW. This is ordered from and paid to Brevard County Planning and Zoning GIS Department (321-633-2060)
3. Map showing the general area with minor collector and local lanes identified and subject area highlighted.
4. Fee of \$425.00 shall accompany the application and petition.

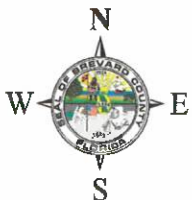
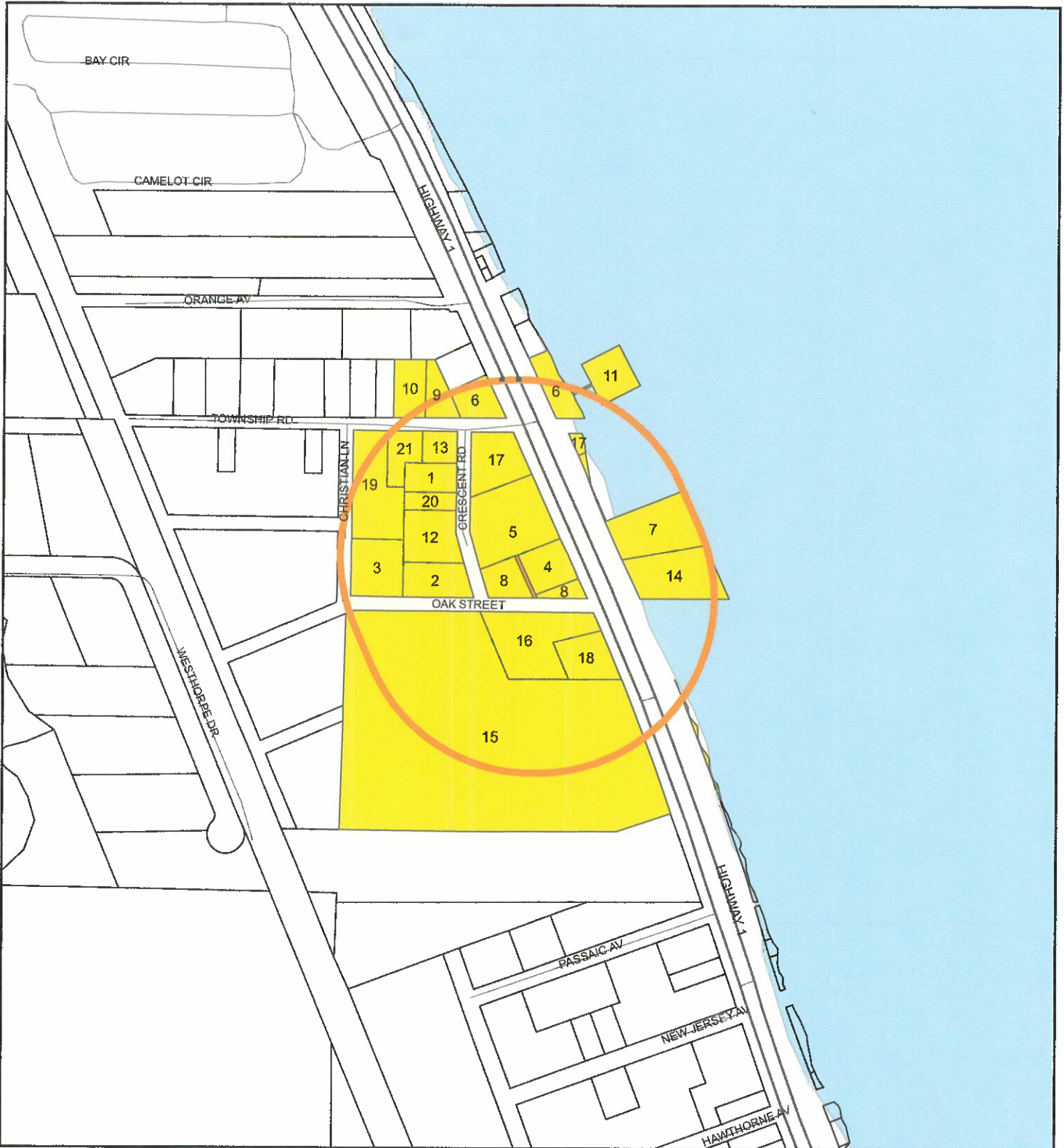
Town Does this

*ck FE 1579 for 225.00
ck 271 for 200.00*

Applicant Signature: [Signature] Date: 2/28/2022

RADIUS MAP

VACATION OF AN ALLEY NORTH OF OAK STREET, TOWN OF MALABAR
oakst500







1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

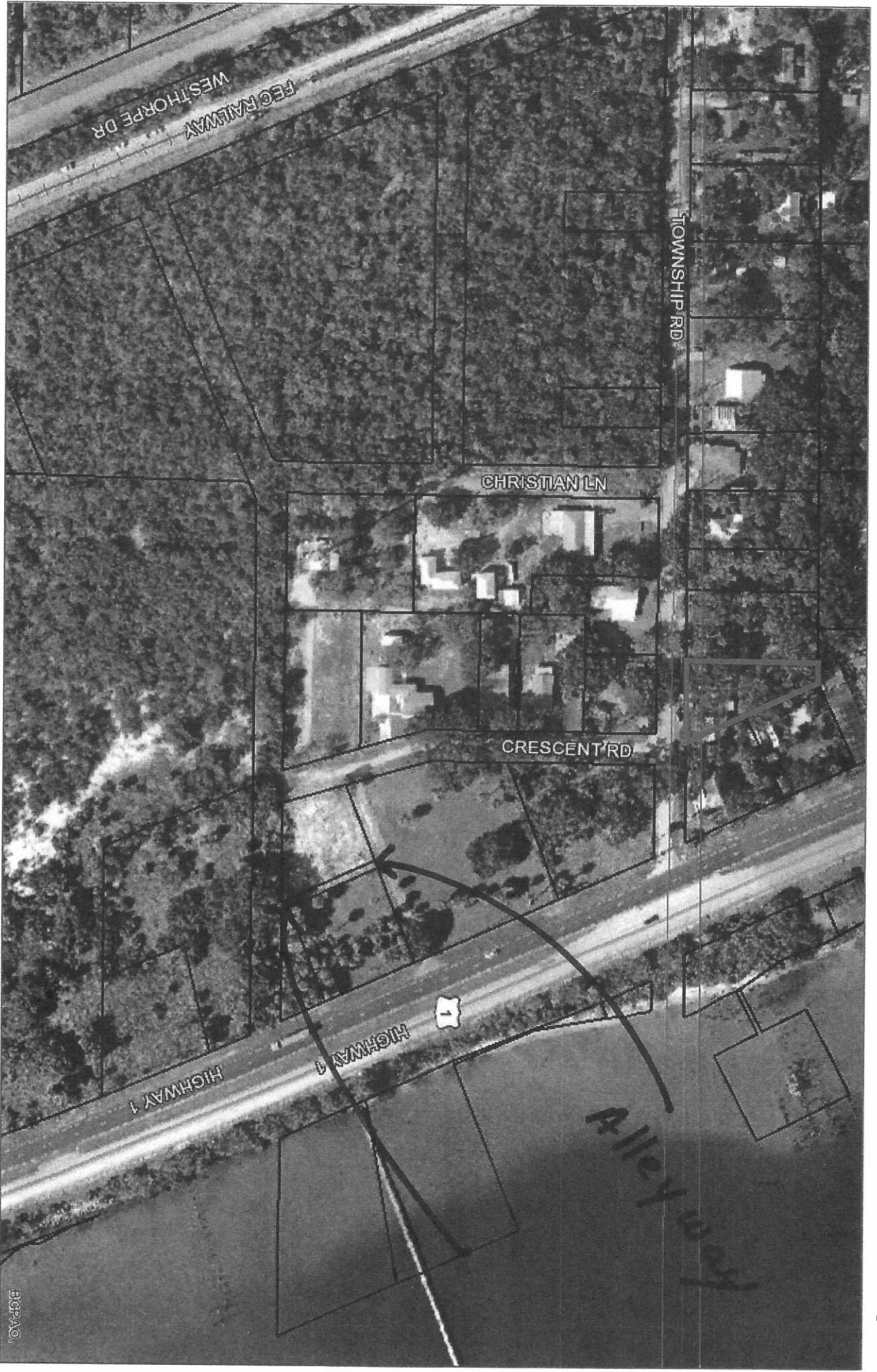
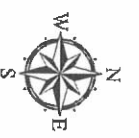
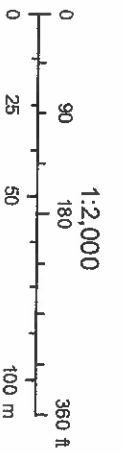
This map was compiled from recorded documents and does not reflect an actual survey. The Brevard County Board of County Commissioners does not assume responsibility for errors or omissions hereon.

Produced by BoCC - GIS Date: 2/28/2022

-  Buffer
-  Subject Property
-  Notify Property
-  Parcels



Dana Bickley, CFA
 Brevard County Property Appraiser



All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.
 Map created March 26, 2021 (map data dates may vary)

FRANKLIN, Debby
Town of Malabar

1714 CRESCENT ROAD INC
3410 SALT MARSH CIR
MELBOURNE FL 32904-8222

BAKER FAMILY REVOCABLE TRUST
4909 BARTHOLOWS RD
C/O BAKER FAMILY REVOCABLE TRUST
MOUNT AIRY MD 21771-4925

BALWANT, RAJPAUL
BALWANT, ZABEENA
1641 ESPEJO SE ST SE
PALM BAY FL 32909-6424

C I T A INC
2330 JOHNNY ELLISON DR
MELBOURNE FL 32901-5553

CARON, MICHELINE
199 NEWPORT LN
DEERFIELD BEACH FL 33442-

CHILDERS, ANTHONY
1105 S RIVERSIDE DR
INDIALANTIC FL 32903-3548

CRANE, ANNE NORTON
3020 TOWNSHIP RD
MALABAR FL 32950-4432

DAVID, DAWN E
BERKLEY, STEWARD LEE
252 STAR RIDGE RD
HOPE ID 83836-

FLORIDA, STATE OF (IITF)
3900 COMMONWEALTH BLVD, STOP 108
C/O DEP, DIVISION OF STATELANDS
TALLAHASSEE FL 32399-6575

GEORGE, ELIZABETH
TWIFORD, VERNON
917 SW 38TH CT
BOYNTON BEACH FL 33435-8530

HASLETT, MORGAN J
1710 CRESCENT DR
MALABAR FL 32950-

HOLDER, ROBERT
THOMPSON, ROBERT W
2596 QUARTERDECK CT
KISSIMMEE FL 34743-

JUNG-LIN CHEN & SHU-CHING
CHEN REVOCABLE LIVING TRUST
5165 S US HIGHWAY 1
GRANT FL 32949-2004

LEUNG, JOSEPH K
YU FAMILY REVOCABLE TRUST
24321 SUNSET VISTA DR
CORONA CA 92883-4023

PEARL 14 LLC
2400 S OCEAN DR APT 118
HOLLYWOOD FL 33019-

RICHTER, LEN
RICHTER, INDRAWATIE
1098 FLAGAMI SE RD SE
PALM BAY FL 32909-3819

SABATINO, CHRISTIAN
ROUSSEAU, DEBORAH L
2995 TOWNSHIP RD
MALABAR FL 32950-4431

SANDRA L HOLDEN REVOCABLE
LIVING TRUST
1718 CRESCENT RD
MALABAR FL 32950-4434

WILLIAMS, DAVID J
WILLIAMS, JACQUELINE Y
3001 TOWNSHIP RD
MALABAR FL 32950-



Classified Ad Receipt
(For Info Only - NOT A BILL)

Customer: TOWN OF MALABAR

Address: 2725 MALABAR RD
MALABAR FL 32950
USA

Ad No.: 0005154766

Pymt Method Invoice

Net Amt: \$87.57

Run Times: 1

No. of Affidavits: 1

Run Dates: 03/03/22

Text of Ad:

Ad#5154766 3/3/2022
TOWN OF MALABAR
NOTICE OF
PUBLIC HEARING

The Malabar Town Council, Brevard County, Florida will convene in the Town Hall, 2725 Malabar Road, Malabar, Florida on Monday, March 21, 2022 at 7:30pm, or as soon thereafter as the matter can be heard, for a public hearing on the following topic:

the request by the adjacent and abutting property owners to vacate a ten (10) foot alley splitting the parcel known as 29-38-06-02-A-6 and lying next to the parcel known as 29-38-06-02-A-1. The alley was recorded on the original Oak Hurst plat, runs a length of 138 feet and serves no public purpose. The vacate process must be approved by Council adopting a Resolution at this meeting.

The Town of Malabar Council has the authority to vacate this alley after a public hearing and notification to property owners with 500 feet.

Copies of the request and the Code pertaining to this are available in the Clerk's office for review, 2725 Malabar Road, Malabar, Florida, during regular business hours. All interested parties may email comments to townclerk@townofmalabar.org or mail comments to 2725 Malabar Road, Malabar, FL 32950 or appear and be heard at this meeting of the Town Council with respect to these topics. Persons with disabilities needing assistance to participate in any of these proceedings should contact the Clerk's Office, ADA Coordinator, 48 hours in advance of the meeting at 321-727-7764. Debby Franklin, CMC, Town Clerk/Treasurer



Town of Malabar, 2725 Malabar Road, Malabar, FL 32950
321-727-7764 (Office) 321-727-9997 (Fax) www.townofmalabar.org

**TOWN OF MALABAR
NOTICE OF
PUBLIC HEARING**

The Malabar Town Council, Brevard County, Florida will convene in the Town Hall, 2725 Malabar Road, Malabar, Florida on Monday, **March 21, 2022 at 7:30pm**, or as soon thereafter as the matter can be heard, for a public hearing on the following topic:

the request by the adjacent and abutting property owners to vacate a ten (10) foot alley splitting the parcel known as 29-38-06-02-A-6 and lying next to the parcel known as 29-38-06-02-A-1. The alley was recorded on the original Oak Hurst plat, runs a length of 138 feet and serves no public purpose. The vacate process must be approved by Council adopting **a Resolution** at this meeting.

The Town of Malabar Council has the authority to vacate this alley after a public hearing and notification to property owners with 500 feet.

If you received this notice then you are listed as an owner of property, as shown in the records of Brevard County Property Appraiser's office, within 500' of the applicant's requested vacate request. This Notice is provided as required by Malabar Code, Chapter 13, Section 13-36 adopted by Ordinance 2021-15.

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 8.a

Meeting Date: March 21st, 2022

Prepared By: Richard W. Kohler, Deputy Town Clerk/Treasurer

SUBJECT: Parks and Recreation Board Recommendation to seek bids on two Pavilions

BACKGROUND/HISTORY:

- a. On February 16th, the Parks and Recreation Board held their monthly meeting and discussed adding two pavilions on Florida Community Trust (FCT) sites in Town, the Richard E. Cameron Sr. and Volunteers Wilderness Preserve, and Thomas Eschenburg Memorial Park.
- b. After a lengthy discussion, the following motion was made: **“BM Bienvenu/BM Thomas moves to present to Council a request to seek bids on two 12x20 pavilions with a concrete floor, steel structure, and a wood facade. All Ayes (5-0)”**
- c. At the same meeting, the Board discussed funding sources for the project. Specifically, they discussed the possibility of funding both pavilions through the funds received after the transfer of land (Former Fern Creek Park) between the Town of Malabar, the Florida Department of Environmental Protection, Florida Department of Transportation, and the Florida Communities Trust. Included in the transfer was an agreement that the Town would accomplish certain goals with those funds, including a new pavilion. TM Stinnett is investigating if two (2) pavilions can replace other less practical items of the list.

FINANCIAL IMPACT:

- a. Unknown

ATTACHMENTS:

- a. Memo 2022-DTC/T-3
- b. Draft Minutes from the 02/16/2022 Parks and Recreation Board Meeting

ACTION OPTIONS:

- a. Motion directing Town Staff to procure two (2) new pavilions as discussed by the Parks and Recreation Board.

TOWN OF MALABAR

MEMORANDUM

Date: March 7, 2022 2022-DTC/T-3
To: Town Clerk & Town Manager
CC: Town Council and Mayor Reilly
From: Richard W. Kohler, Deputy Town Clerk/Treasurer
Ref: Parks and Recreation Board Recommendation

During the February 16th Parks and Recreation Board Meeting, the Committee discussed purchasing a new pavilion at one of the Florida Communities Trust (F.C.T.) properties. After a lengthy discussion, the following motion was passed unanimously:

“Board Member Bienvenu moves to present to Council a recommendation to seek bids on a 12x20 pavilion with a concrete floor, steel structure, and a wood façade.”

Motion seconded by Board Member Thomas and passed unanimously.

The following draft minutes are subject to changes and/or revisions by the Park Board and shall not be considered the official minutes until approved by the Park Board.

**TOWN OF MALABAR – PARKS AND RECREATION ADVISORY BOARD
February 16, 2022, MEETING MINUTES**

This meeting of the Malabar Parks and Rec Board was held at Town Hall at 2725 Malabar Road. It was called to order by Chair Bienvenu at 6:00 pm. Prayer and pledge were led by Chair Bienvenu.

1. CALL TO ORDER, PRAYER AND PLEDGE

2. ROLL CALL

Chair

Eric Bienvenu - Present

Vice-Chair

Vicky Thomas – Present

Members

Tom Taylor – Present

Jennifer Bienvenu – Present

Hans Kemmler - Present

Parnel Jean - EXCUSED

Evan Hall – Arrived 6:05

Town Manager

Matthew Stinnett - Present

Recording Secretary

Richard Kohler – Present

Public

3. ADDITIONS/DELETIONS/CHANGES

4. CONSENT AGENDA

a) Approval of Minutes of 1/19/2022

MOTION: THOMAS/KEMMLER to accept the minutes of 1/19/2022 as presented. VOTE: All Ayes

5. PUBLIC COMMENTS

6. ACTION ITEMS:

7. DISCUSSION:

a. New Projects/Ideas Research

- Secretary Kohler informs the Board that included in the packet for tonight's meeting is a quote provided by T&GC Chair Thompson for a 12 x 14 pavilion. Also included are the dimensions required for a pickleball court. The tennis court area at Malabar Community Park is 140' x 65', which would safely allow a maximum of 4 pickleball courts. The final page of this agenda item is a page from SPM Morrell's 1/24 Town Council Workshop. Included are rough estimates for Park improvements including a digital PSA Sign, upgrades to the restrooms, and recreation improvements totaling an estimated \$288,000.00. These are just preliminary estimates. The next step is for Town Staff to develop a webpage for public participation and discussion. Any of these purchases will be brought before this board before approved.

BM Kemmler states he likes the bigger pavilion idea. Chair asks if there is money for this?

Clerk states yes there is. BM Kemmler states we should have one, and he would build a picnic table. CM Thomas believes it could be larger, as there is a large amount of traffic there. BM Hall states that the size of the Sandhill Trailhead pavilion is perfect. TM Stinnett states that if the Board comes up with a plan, the Town will go out for bid. He requests the Board develop the specs, and the Town will build a RFP. VC Thomas states we should develop the pavilion to hold 15-20 people. BM Kemmler states that a smaller size would be better. BM Beinvenu states she agrees with a smaller footprint. BM Taylor states he believes it should bigger so it can accommodate larger groups. He suggests 10 x 20. He also stressed the importance of having the pavilion built to be fire retardant. Chair suggests 12 x 20, concrete floor, and steel structure. Green or brown roofs would be acceptable.

BM Beinvenu/BM Thomas moves to present to Council a request to seek bids on a 12x20 pavilion with a concrete floor, steel structure, and a wood facade. All Ayes (5-0)

b. Fern Creek Funds

- TM Stinnett explained the history of this item. We are hoping to prioritize these issues so we can begin moving forward. The FCT is looking for an update. Chair Beinvenu suggested looking into Grant funding for a dog park. Melbourne and Viera have both gotten grant funded dog parks. TM suggests focusing on the first four items. Chair asked if the FCT funds could be used for this. TM Stinnett responds yes it could. The funds are restricted to new projects on FCT properties. BM Hall suggests getting a quote for two pavilions and put one at Eschenburg Park. BM Beinvenu asked if both pavilions can be purchased under these funds? TM Stinnett states he would have to alter the agreement, but he is willing to do that. BM Beinvenue explains that a Mr. Mark Pieloch donates dog parks to municipalities. BM Kemmler suggests amending the agreement to include a second pavilion instead of a dog park. General consensus is in agreement. TM Stinnett suggests at a future meeting to discuss the specifics of the remaining items so this project can keep moving forward. BM Beinvenu states spending more money on pavilions may be a good idea. VC Thomas asked if there is a deadline for this money? TM states no, there is not. BM Kemmler states the other issues can be resolved at a future meeting.
- TM Stinnett gave a brief background on the ARP Funds, and their approval process.

8. OLD/NEW BUSINESS:

a) BOARD MEMBER/STAFF REPORTS:

- Richard E. Cameron & Volunteers Wilderness Preserve – BM Thomas stated that there were several birds of pray sitting on power poles.
- Disc Golf Sanctuary – BM Kemmler states Malabar Madness was last month, and we had 50 paying participants. It was a great event, and the Town did a great job of maintaining the property.
- Thomas Eschenberg Memorial Conservation Area – None

- Malabar Community Park – BM Thomas asked if there is a way to clean the benches and garbage cans? It looks old and rundown.
- Sandhill Trail Head – BM Hall states the trailhead hasn't been used often. Someone had broken a fence, and Staff has already started working on it. People have used the Al Tuttle Boundary Canal trail to access the Brook Hollow and Glenbrook neighborhoods, can we mow the Marie St ROW? TM Stinnett states we can not, as the ROW was dedicated to EELs.

b) Staff Reports –

c) Next Scheduled Meeting

- March 16th, 2022, 6 PM

9. ADJOURNMENT

There being no further discussion. **MOTION: Thomas/Kemmler** motion to adjourn the meeting **Hall/Taylor** **VOTE: All Ayes.** This meeting adjourned at 6:58 pm.

By:

Eric Bienvenu, Chair

ATTEST:

Richard W. Kohler
Recording Secretary

Date Approved: _____

NOTE: THERE MAY BE ONE OR MORE MALABAR ELECTED OFFICIAL ATTENDING THIS MEETING

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 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: **8.b**

Meeting Date: March 21st, 2022

Prepared By: **Richard W. Kohler, Deputy Town Clerk/Treasurer**

SUBJECT: Offer from Space Coast Flight to pay for an additional Porta-Potty in Malabar Community Park near the soccer field for the remainder of their season (May).

BACKGROUND/HISTORY:

- a. Space Coast Flight is a Flag Football league that has rented Malabar Community Park's athletic fields for a total of 99 hours from February to May.
- b. On March 7th, a representative of Space Coast Flight contacted Town Staff to inquire about having a second porta-potty near the soccer field at Malabar Community Park.
- c. Space Coast Flight has offered to pay for the Porta-Potty but wanted the Town's permission before contacting a contractor.

FINANCIAL IMPACT:

- a. None to the Town, Space Coast Flight will pay \$100.00 per month

ATTACHMENTS:

- a. None

ACTION OPTIONS:

- a. Motion to allow Space Coast Flight to pay for a new porta-potty to be placed in Malabar Community Park for the duration of their season.

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 8.C
Meeting Date: March 21, 2022

Prepared By: Matt Stinnett, Town Manager

SUBJECT: Waiver of Accumulated Fees and Release of Lien for 2415 Malabar Rd

BACKGROUND/HISTORY:

A special magistrate hearing was held on January 19th for code enforcement action against 2415 Malabar Rd for 6 violations and it was ordered that the respondent would have until February 25th to cure the violations with daily fines accumulating on February 28th. The property was subsequently sold and the new owner immediately submitted permit applications and rectified all 6 violations within 5 business days. Fines accumulated total \$7,500.00.

In addition to the daily fines administrative costs were awarded for a total of \$465.81.

The new property owner is requesting that the Town waive the accumulated fines and consider the Town's code enforcement lien against the property as satisfied.

In addition, the current property owner of 2415 Malabar Rd is considering the acquisition of 2425 Malabar Rd. This property has also accumulated fines since July 15th, 2021, for a total of approximately \$240,000. The prospective owner is seeking a conditional waiver that if the violations are cured within a reasonable period after closing that the accumulated fines and associated lien be satisfied.

In addition to the daily fines administrative costs total \$388.28 for 2425 Malabar Rd.

Staff recommendation is to waive or reduce accumulated fines and require compliance within 30 days of closing and payment of ordered administrative costs.

ATTACHMENTS:

Code Enforcement Order Case No: 2021-63

Code Enforcement Order Case No: 2021-23

FINANCIAL IMPACT:

\$854.09 administrative costs to be recouped.

ACTION OPTIONS:

Motion to approve waiver of fines and satisfaction of code enforcement lien against 2415 Malabar Rd.

Motion to approve conditional waiver of accumulated fines and satisfaction of code enforcement lien against 2425 Malabar Rd.

TOWN OF MALABAR

FEB 17 2022

RECEIVED

TOWN OF MALABAR SPECIAL MAGISTRATE
CODE ENFORCEMENT

Case No: 2021-63

TOWN OF MALABAR

Petitioner

vs.

**RICO SUAVE TRUCKING, LLC
3810 S WASHINGTON AVE
TITUSVILLE FL 32780**

Respondent(s)

FINDINGS OF FACT AND ORDER

This cause having come on for the public hearing before the Town of Malabar Special Magistrate on January 19, 2022, after due notice to the Respondents(s) and the Special Magistrate having heard testimony under oath and receiving evidence, thereupon issues this Finding of Fact and Orders as follows:

- A. The Respondent RICO SUAVE TRUCKING, LLC is the owner of that certain parcel of real property described as follows: 2415 MALABAR ROAD, MALABAR FLORIDA 32950, Parcel ID 28-38-31-54-B-1.01, SNEDEKERS SUBD OF MALABAR E 1/2 OF LOT 1 EX E 50 FT BLK B As Des In OR BK 8767 PG 2419 See Exhibit A attached hereto (the "Property")

- B. Based upon the testimony heard and the evidence presented the Special Magistrate concluded that there is violation of Ordinances of the Town in that the following violations exist on the Property:
 1. The Respondents have stored automotive vehicles, trailers or recreational equipment in violation of Land Development Code Article V - General Provisions, Section 1-5.16. - Parking, Storage of Vehicles upon the Property

2. The Respondents have deposited or caused to be deposited waste upon the Property in violation of Part II - Chapter 11 – Nuisances Article I. - In General Section 11-6. – Unlawful Deposit of Waste.
3. The Respondents have accumulated and burned garbage, litter, refuse, building materials, or garden and yard trash, household trash, on the Property in violation of Part II - Chapter 11 – Nuisances Article I. - In General Section 11-7. - Removal of Garbage and the Like.
4. The Respondents have failed to maintain the Property in a clean and litter free condition in violation of Part II - Chapter 11 - Nuisances Article I. - In General Section 11-8. - Residential Requirements.
5. The Respondents have failed to arrange for and receive solid waste collection services as described in Part II - Chapter 11 - Nuisances Article I. - In General Section 11-10. - Solid Waste Mandatory Collection.
6. The Respondents have stored hazardous waste on the Property in open containers in violation of Part II - Chapter 11 - Nuisances Article I. - In General Section 11-10. - Sec. 11-14. - Hazardous Waste.
7. The structure located on the Property has been determined by the town's Building Official to be dangerous as defined in the 1997 Uniform Code for Abatement of Dangerous Buildings, Section 202 –all buildings or portions thereof are deemed dangerous and declared to be a public nuisance and shall be abated by repair, rehabilitation, demolition, or removal.

ORDER

Based upon the foregoing finding of fact and conclusion of law, it is **ORDERED and ADJUDGED THAT:**

1. The Special Magistrate has determined that the violations in B 7 present a serious threat to the public health, safety, and welfare and harm to the public and therefore must be addressed and abated immediately without time to cure.
2. Pursuant to F.S. 162.09 (1) and based upon the finding in paragraph 1 above, the town is hereby authorized to access to the Property to perform all reasonable repairs to cure the violations in B 7 including, but not limited to, the following activities: **Secure and close access to open or missing windows, doors, and or any entry points of the principle structure; deemed “uninhabitable” and “unsafe” by the Town’s Building Official. The accessory building will be locked and secured to prevent access to the contents that include numerous discarded heavy equipment tires and large quantities of vehicle oils and fluids. Any open containers in**

the accessory structure will be sealed. Trash and debris in the area of open property will be removed and disposed of in a safe and approved manner by contracted sanitation services.

3. In enforcing the provisions of Chapters 162.09 (1), Florida Statutes, **Administrative fines; costs of repair; liens** shall not exceed \$1,000.00 for abating the violations in B 7 above.
4. The Respondent shall have until February 25, 2022 to cure the violations in B 1 through B 6. The Respondent is advised that the civil penalty in the amount of \$250.00 per day per for each violation of paragraphs B1 through B 6 of this Order is hereby imposed and shall commence accruing February 28 , 2022.
5. The respondent is further advised that said civil penalty shall continue accruing until such time as the Respondent contacts the Code Enforcement Officer and schedules an inspection to conform the compliance with this Order has been achieved. Upon compliance, an Order of Compliance shall be recorded in the public records of Brevard County, Florida at which time the civil penalty imposed herein shall cease to accrue.
6. The Respondent is further advised that should a repeat violation occur, the respondent will not be given notice to cure and will be brought before the Special Magistrate at which time the Special Magistrate may impose a fine up to \$500.00.
7. Administrative costs in the amount of \$465.81 hereby imposed.

DONE AND ORDERED this 19th day of January 2022 at Town of Malabar, Brevard County, Florida.

SPECIAL MAGISTRATE



Joel Goldfarb

cc: Respondent

EXHIBIT "A"

Lot 1, Block "B", according to ARNOLD'S PLAT OF MALABAR, as recorded in Plat Book 1, at Page 157, of the Public Records of Brevard County, Florida, being situated in the SW 1/4 Section 31, Township 28 South, Range 38 East. Less and except the East 50.02 feet of Lot 1, Block "B", according to ARNOLD'S PLAT OF MALABAR, as recorded in Plat Book 1, at Page 157, of the Public Records of Brevard County, Florida, and less and except the West 169.7 feet of Lot 1, Block "B", according to ARNOLD'S PLAT OF MALABAR, as recorded in Plat Book 1, at Page 157, of the Public Records of Brevard County, Florida. Further described as: A portion of Lot 1, ARNOLD'S PLAT OF MALABAR, as recorded in Plat Book 1, at Page 157, of the Public Records of Brevard County, Florida, described as follows: Begin at the SW corner of Lot 1, being on the W. line of Section 31, Township 28 South, Range 3 8 East; run Easterly along the South line of Lot 1, a distance of 169.7 feet to the point of beginning; thence N. parallel with said W. line of SW 1/4 773.49 feet to the S. line of Main Street, thence Easterly along said S. line of Main Street 78.68 feet to the westerly line of the Easterly 49 feet of Lot 1; thence S. 11 degrees 03' 08" E. along said Westerly line 822.53 feet to the S. line of Lot 1; thence Westerly 230.3 feet to the Point of Beginning.

Sometimes known as the East 1/2 OF LOT 1 Exempt East 50 Feet of Block B. of the MAP of SNEDEKERS SUBDIVISION OF THE TOWN OF MALABAR according to the plat thereof, as recorded in Plat Book, 1, Page 97, of the Public Records of Brevard County Florida.

accurate

in

Malabar,

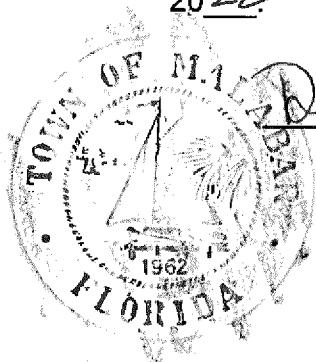
hand

this

2022

I hereby certify that this true and copy of ORDER CASE 2021-63 on file the Clerk's Office of the Town of Brevard County, Florida. Witness my the official seal of the Town of Malabar,

25 day of February



Delely K. Froull

Malabar Town Clerk

TOWN OF MALABAR SPECIAL MAGISTRATE
BREVARD COUNTY, FLORIDA

TOWN OF MALABAR)

Petitioner)

Case No.: 2021-23

vs.)

GRINDLEY, JOEL)
2425 MALABAR ROAD, MALABAR FL)
32950)

Respondent(s))
)

FINDINGS OF FACT AND ORDER

THIS CAUSE having come on for the public hearing before the Town of Malabar Special Magistrate on June 16, 2021 after due notice to the Respondent(s) and the Special Magistrate having heard testimony under oath and receiving evidence, thereupon issues this Finding of Fact and Orders as follows:

A. The Respondent GRINDLEY, JOEL is the owner of that certain parcel of real property described as follows: 2425 MALABAR ROAD, MALABAR FL 32950, Parcel ID 28-38-31-54-B-1.02, SNEDEKERS SUBD OF MALABAR E 50 FT OF LOT 1, ALL LOT 2 BLK B As Des In Orb 8385 Pg 1772 See Exhibit A attached hereto (the "Property")

B. Based upon the testimony heard and the evidence presented the Special Magistrate concluded that there is a violation of the Code of Ordinances of the Town in that the following violations exist on the Property:

Violation exists for vacant land zoned as R/LC, Residential/Limited Commercial in accordance of the Land Development Code Article III - District Provisions, Section 1-3.2. - Land use by districts.

No presences of a permitted principle structure is in violation of the Land Development Code Article V - General Provisions, Section 1-5.6. - Accessory buildings.

Unpermitted structures exist on the property is in violation of PART II,
Chapter 6 - Buildings And Building Regulations, Section. 6-4,
Modification of codes; permits required; applications; plans.

No automotive vehicles or trailers of any kind or type or any recreational
equipment is in violation of Land Development Code Article V - General
Provisions, Section 1-5.16. - Parking, storage of vehicles.

ORDER

Based upon the foregoing finding of fact and conclusions of law, it is **ORDERED AND ADJUDGED THAT:**

1. Respondent(s) shall by July 15 , 2021 come into compliance herein by doing the following:

Submitting complete building applications for permits with all applicable regulations and provisions for a site plan to construct a principal structure with desired accessory buildings in accordance to the Town's code of ordinances and adopted building codes and applicable permit processes within 30 days of this order. Cease all activities in violation of Code of Ordinances Land Development Code Article III - District Provisions, Section 1-3.2. - Land use by districts.

OR

The Respondent may clear the property of unpermitted items and restore the property to a vacant unimproved parcel within 30 days of this order.

2. The Respondent is advised that civil penalty in the amount of 250.00 per day for each violation of paragraph 1 of this Order is hereby imposed and shall commence accruing on July 15, 2021.
3. Should the Respondent(s) fail to comply with paragraph 1 of this Order by July 15, 2021, The Respondent is advised that the civil penalty in the amount of \$250.00 per day for violations of paragraph 1 of this Order is hereby imposed and shall commence accruing on July 15, 2021.

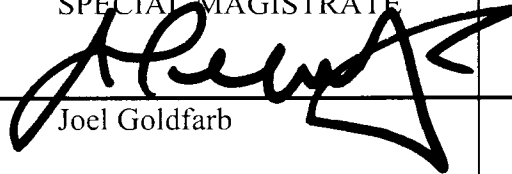
Furthermore and pursuant to the provisions of Florida Statute, Section 162.09(1), and due to the fact that the violations found herein pose and present a serious threat to the public health, safety, and welfare the City is authorized to take reasonable steps to reduce the threat of serious injury to the public health, safety, and welfare, including but not limited to proper permitting and construction of structures and use of zoning district in violation of Land Development Codes and Building Codes adopted in th Town of Malabar Code of Ordinances. The cost of such remedial action by the Town shall be assessed against the Property and the Town shall file a lien against the Property for the cost of performing such remedial action after July 15, 2021.

4. The Respondent is further advised that said civil penalty shall continue accruing until such time as the Respondent contacts the Code Enforcement Officer and schedules an inspection to conform the compliance with this Order has been achieved. Upon compliance, an Order of Compliance shall be recorded in the public records of Brevard County, Florida at which time the civil penalty imposed herein shall cease to accrue.

5. The Respondent is further advised that should a repeat violation occur, the respondent will not be given notice to cure and will be brought before the Special Magistrate at which time the Special Magistrate may impose a fine up to \$500.00
6. Administrative costs in the amount of \$388.28 hereby imposed.

DONE AND ORDERED this 16th day of June, 2021 at Town of Malabar, Brevard County, Florida.

SPECIAL MAGISTRATE



Joel Goldfarb

cc: Respondent

EXHIBIT "A"

Lot 2, Block B, ARNOLD'S PLAT OF MALABAR, according to the plat thereof, as recorded in Plat Book 1, Page 157, of the Public Records of Brevard County, Florida, and a portion of Lot 1, of said Block B, further described as follows: Beginning at the Northwest corner of said Lot 2 and running South 67 degrees 23' West, 50.02 feet to a point on the South line of Main Street; thence South 11 degrees 02' 15" East, 823.1 feet; thence South 89 degrees 09' East, 50.07 feet to the Southwest corner of said Lot 2; thence North 11 degrees 02' 15" West, 843.45 feet to the point of beginning, and being the same lands as described in O.R. Book 60, Page 597 and O.R. Book 1816, Page 919, Public Records of Brevard County, Florida.

Sometimes known as the East 50 feet of Lot 1, and all of Lot 2, in Block B, of MAP OF SNEDEKER'S SUBDIVISION OF THE TOWN OF MALABAR, according to the plat thereof, as recorded in Plat Book 1, Page 97, of the Public Records of Brevard County, Florida.

I hereby certify that this is true and accurate copy of ORDER CASE 2021-27. On file in the Clerk's Office of the Town of Malabar, Brevard County, Florida. Witness my hand the official seal of the Town of Malabar, this ____ day of _____, 20__.

Malabar Town Clerk

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 8.d
Meeting Date: March 21, 2022

Prepared By: Matt Stinnett, Town Manager

SUBJECT: Malabar Scrub Sanctuary Scrub Habitat Restoration Permit Application

BACKGROUND/HISTORY:

Brevard County Environmentally Endangered Lands (EELs) is seeking to complete a Scrub Habitat Restoration Project within the Malabar Scrub Sanctuary and is applying for a permit to complete the land clearing and tree removal activities necessary to reach their land management goals.

Based on public input EELs has put together a plan to relocate three trail sections into non-scrub habitat where tree overstory would not be impacted by this project or future projects. They have also specified a selection of desirable trees along trails and abutting residential properties for preservation.

Note: The specified selection in the packet is not all inclusive of the trees to remain across the properties. EELs also provided estimates of tree removal and retention by sector and identified areas which will not be reduced to the management goal including the hammock areas directly adjacent to the drainage systems (see blue on maps), Briar creek hammock (green), hammock in the northwest corner of MSS West (green). Preference for retention will be given to older flat top pines and oaks within the management goal on the remainder of the project site.

Also, shaded in blue are the jurisdictional wetlands where all work is to be reviewed by St. John's Water Management District.

Pine trees and palms that are not a part of the specific selection of trees to be retained or to be left within the management goal will be eliminated, while the scrub oaks regardless of size that are cut or trimmed will re-sprout and be maintained in a more optimal condition and height.

ATTACHMENTS:

Permit application
Project plans and details
Fee waiver request

FINANCIAL IMPACT:

Base permit fee for type IV non-residential land clearing is \$30 Building Admin Fee plus \$100 for the first acre and \$10 per additional acre for a total of \$5440.

Additionally, the fee for multiple tree removal is \$40 per tree which cannot be properly calculated without a tree survey.

ACTION OPTIONS:

Motion to approve the permit application with the accommodations of the trail relocation plan and tree preservation plan as enclosed with a waiver of the tree removal fee.



BOARD OF COUNTY COMMISSIONERS

**Parks and Recreation Department
Environmentally Endangered Lands Program**

91 East Drive
Melbourne, Florida 32904

3/14/2022

Town of Malabar
Town Council

Dear Council Members,

The Brevard County Environmentally Endangered Lands Program is seeking permit approval from the Town of Malabar and a waiver of tree removal fees for a scrub habitat restoration project at the Malabar Scrub Sanctuary.

The proposed site for clearing of trees is within the Malabar Scrub Sanctuary (MSS). The site is owned by The State of Florida and Brevard County and Managed by the Environmentally Endangered Lands Program. The primary management goals for the MSS include the conservation and restoration of ecosystem function, natural communities and native species' habitat. We are applying for the permit for tree trimming and removal as part of a scrub restoration project to benefit the Florida Scrub Jay and associated scrub species. We plan to trim scrub oaks > 5.5ft in height, Sand Pines, Slash Pines, Longleaf Pines and Cabbage Palms and other hardwood species to a density of 2 trees per acre. The goal is to reduce Oak height to <5.5ft and tree coverage to 2 trees per acre per the Florida Fish and Wildlife Conservation Commission Scrub Management Guidelines.

Thanks for your consideration,

Mike Knight – Program Manager
Brevard County
Environmentally Endangered Lands Program

Malabar Scrub Habitat Restoration

Trees identified for preservation along trails and homes.

The Brevard County Environmentally Endangered Lands Program needs to complete a tree thinning and vegetation reduction project at the Malabar Scrub Sanctuary to restore and maintain the scrub habitat for the benefit of the Florida scrub jay and other plant and animal species that also depend on the scrub ecosystem for their long-term survival.

This restoration work is being done to meet the sanctuary management goals and objectives that are defined within the State-approved management plan. The County manages the property under a lease from the State of Florida and is required under the lease and by Florida Statutes to manage the property consistent with the purposes for which it was originally acquired. The Malabar Scrub Sanctuary was originally acquired by Brevard County with acquisition support funding from the State of Florida for the long-term protection of the Florida Scrub Jay and other scrub species.

The sanctuary has a high density of pine trees, overgrown scrub oaks and cabbage palms that are detrimental to the habitat requirements of the Florida Scrub Jay and other scrub animal and plant species. The mechanical thinning of the trees is required to maintain the sanctuary in a more optimal condition for the species that depend on it. High densities of trees and overgrown understory vegetation within the scrub ecosystem limits the amount of sunlight that reaches the ground which prevents the growth of food resources for scrub species such as the gopher tortoise and Florida Scrub jay. High tree densities also contribute significantly to the predation rate on the Florida Scrub jay by raptors that use the trees as hiding spots to ambush and feed on the jays. High tree densities did not historically exist within the scrub ecosystem due to recurring natural fire cycles.

The EEL Program has identified and marked specific trees along the existing trail system and next to the adjacent homes in Country Cove that will be left in place (see Figures 1 – 10). All other trees with the exception of the hammock areas directly adjacent to the drainage systems will be thinned to an average of two trees per acre. Efforts will be made to preserve the larger oaks along the paved trail with appropriate spacing to be consistent with the overall objective of meeting the two trees per acre average (see Fig. 11).

All work completed within jurisdictional wetlands will be reviewed in advance by the St. Johns River Water Management District for compliance with wetland regulations. All wetland areas included in the project are depicted with blue shading on Figure 1.

Beyond the removal of pine trees and cabbage palms, no existing vegetation is being killed. Scrub oaks regardless of size, that are cut or trimmed will re-sprout and be maintained in a more optimal condition and height.

As per Town Council's request, no trees will be removed as part of this restoration project within the Town owned Briar Creek Blvd. 100' Right-of-Way(ROW). The EEL Program will place temporary markers on each edge of the ROW 50' out from the center of the existing road. The EEL Program will continue to maintain the two fire control lines along each side of the existing ROW road for future prescribed burning operations only.

Fig. 1 – Malabar Scrub East Tract
Blue Shaded areas are wetlands within the project area.
Black line is the paved trail.

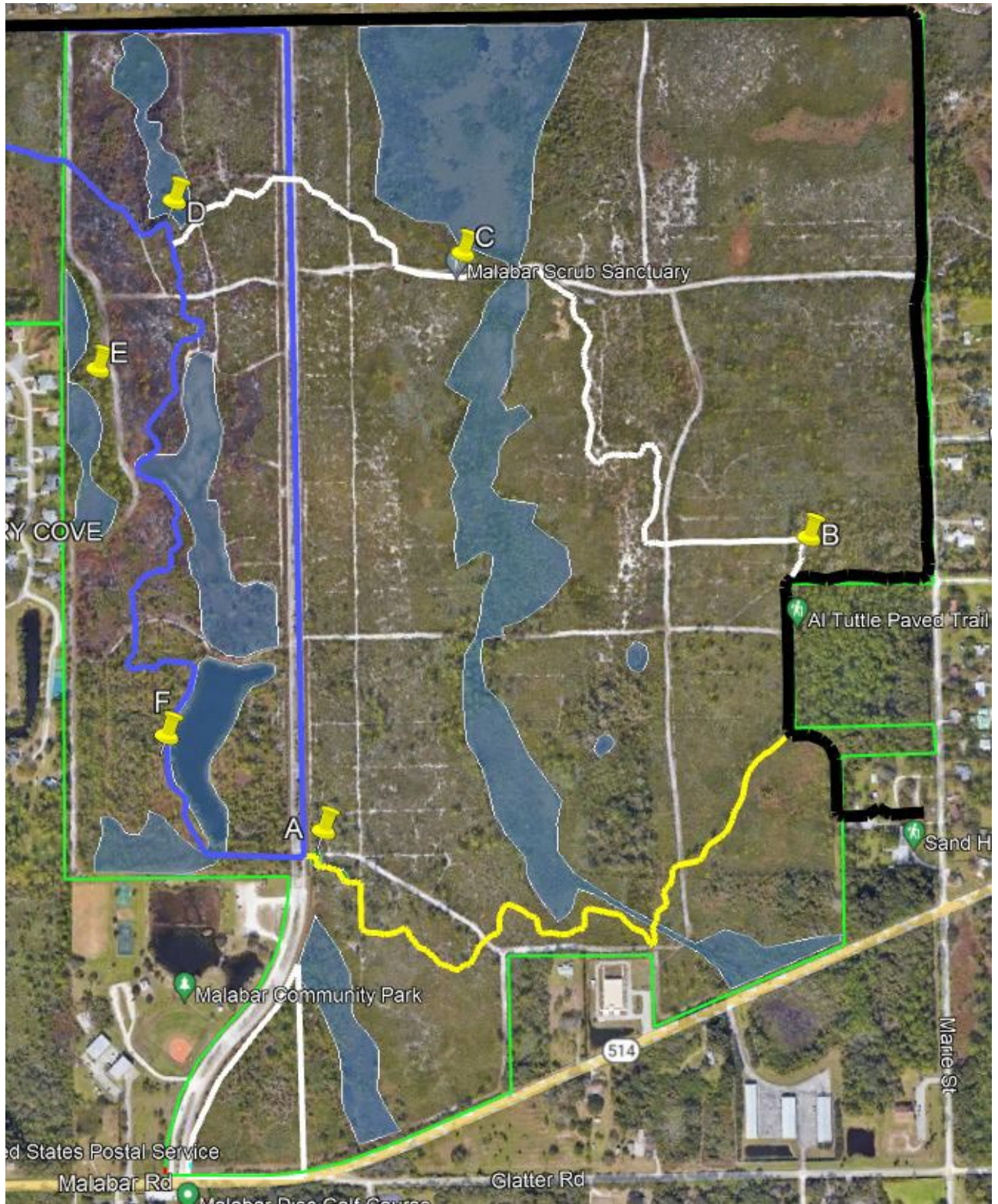


Fig. 2 - Area A – 12 Oaks



Fig. 3 - Area B – 12 Palms



Fig. 4 - Area C – 4 Oaks, 1 Pine

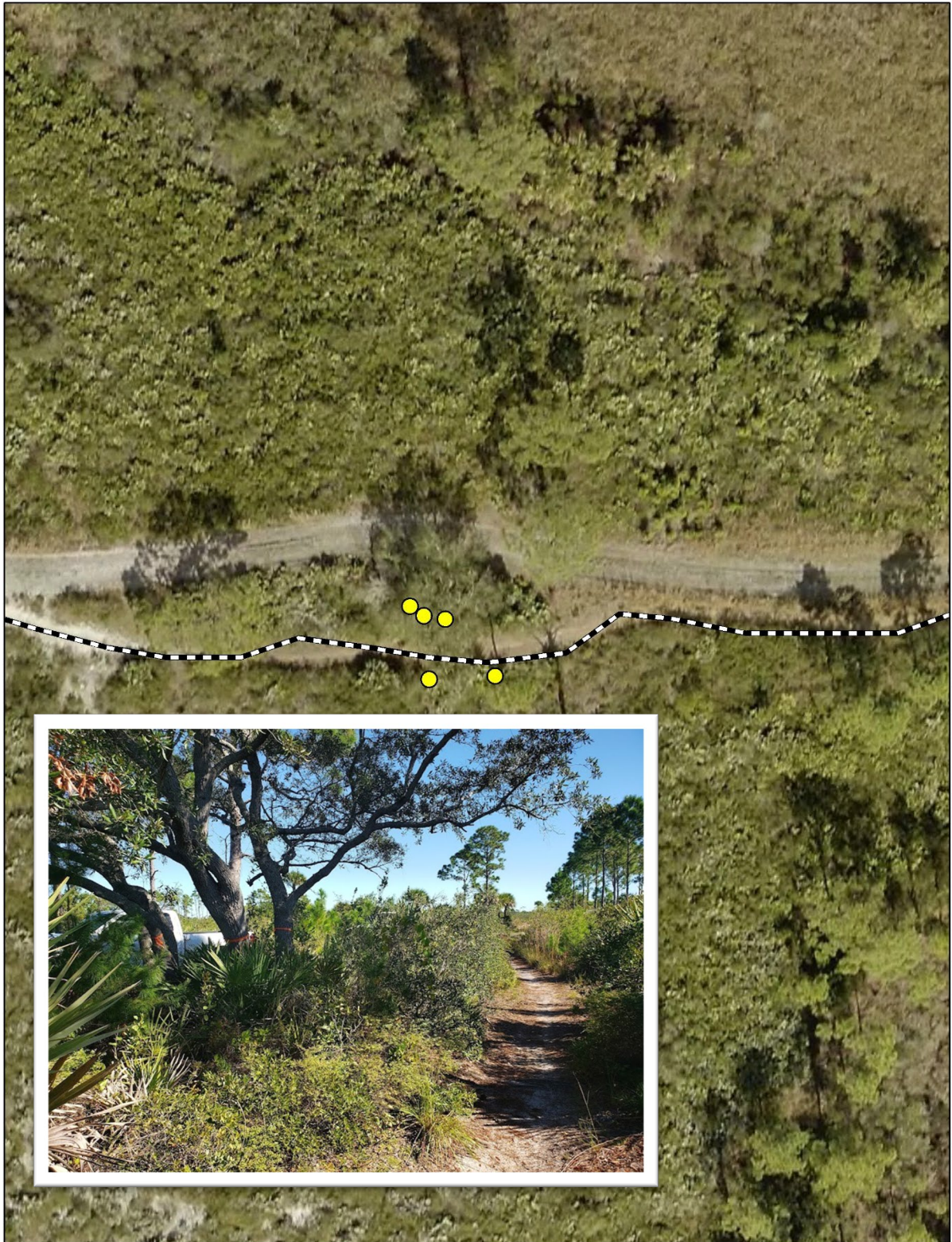


Fig. 5 - Area D – 6 Oaks



Fig. 6 - Area E – 22 Pines



Fig. 7 - Area F – 12 Pines



Fig. 8 - Malabar Scrub West Tract

Green shaded areas are excluded from the restoration plan.
Purple shaded areas are planned for future scrub restoration.
Yellow lines are relocated trails
Blue lines with Black will be closed to compensate for trail relocations.
Orange line with Black will be closed to compensate for trail relocation.
Blue shaded areas are wetlands within the restoration project.
Red double line is the Town-owned Briar Creek Blvd. Right-of-Way

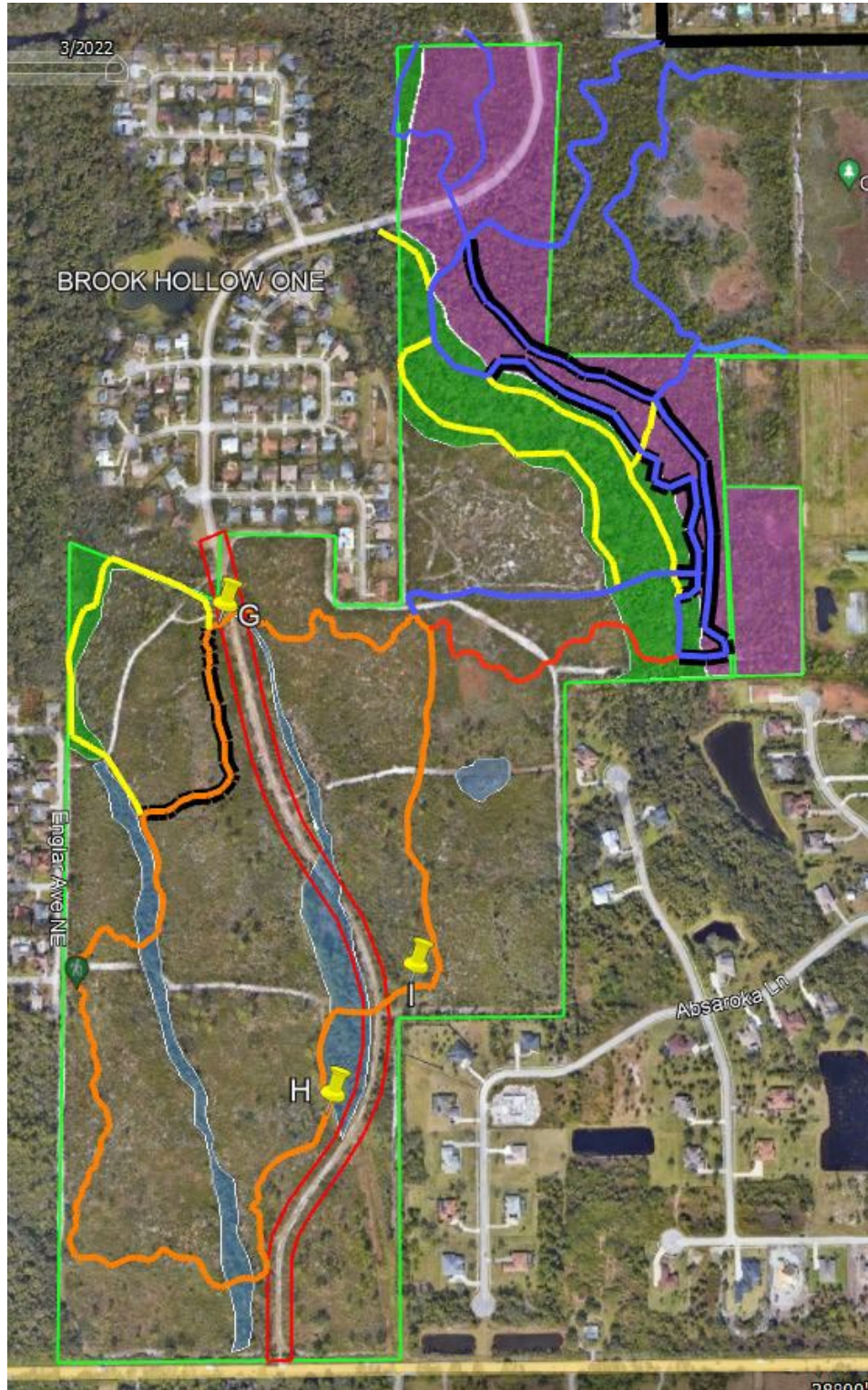


Fig. 9 - Area G – 1 Oak

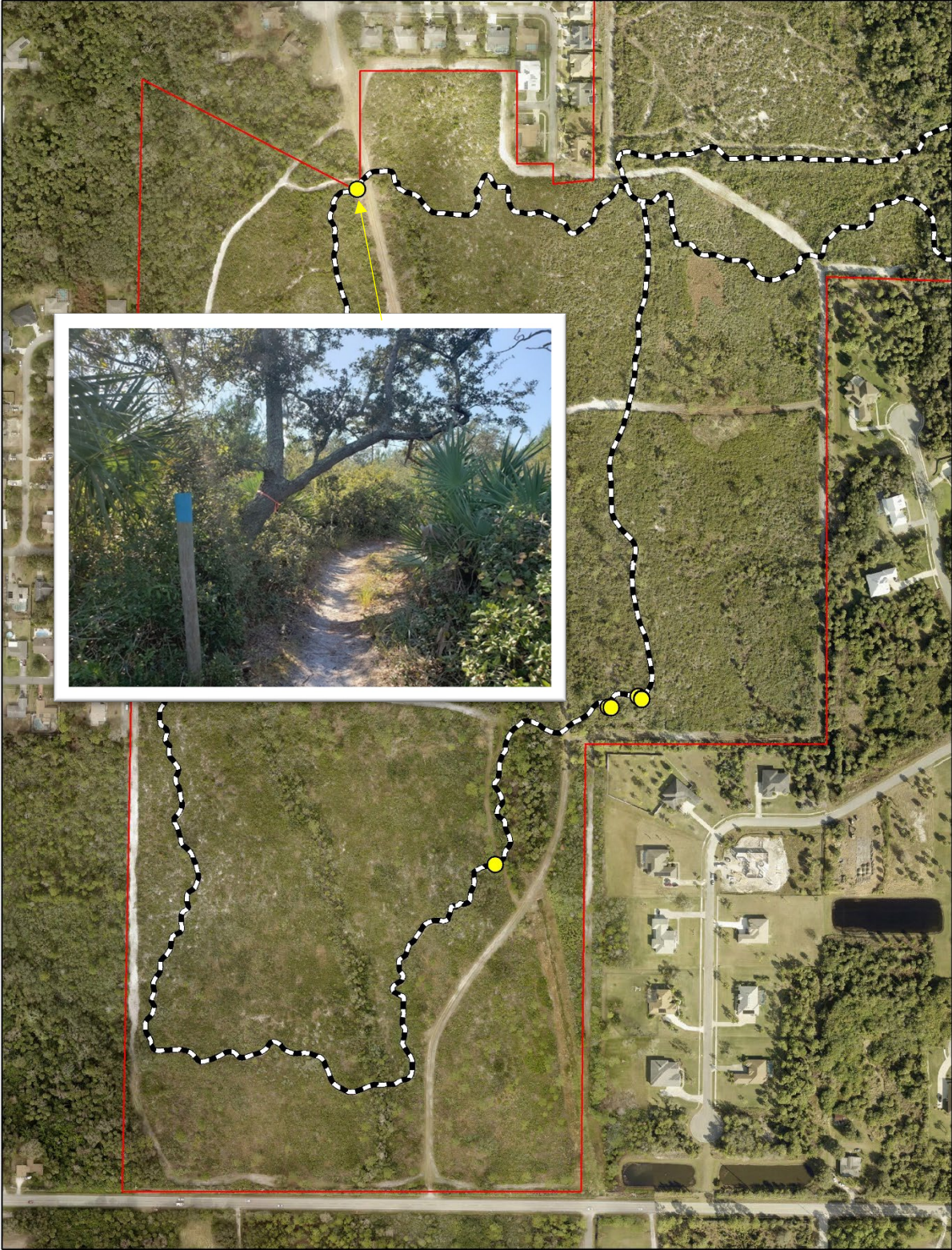
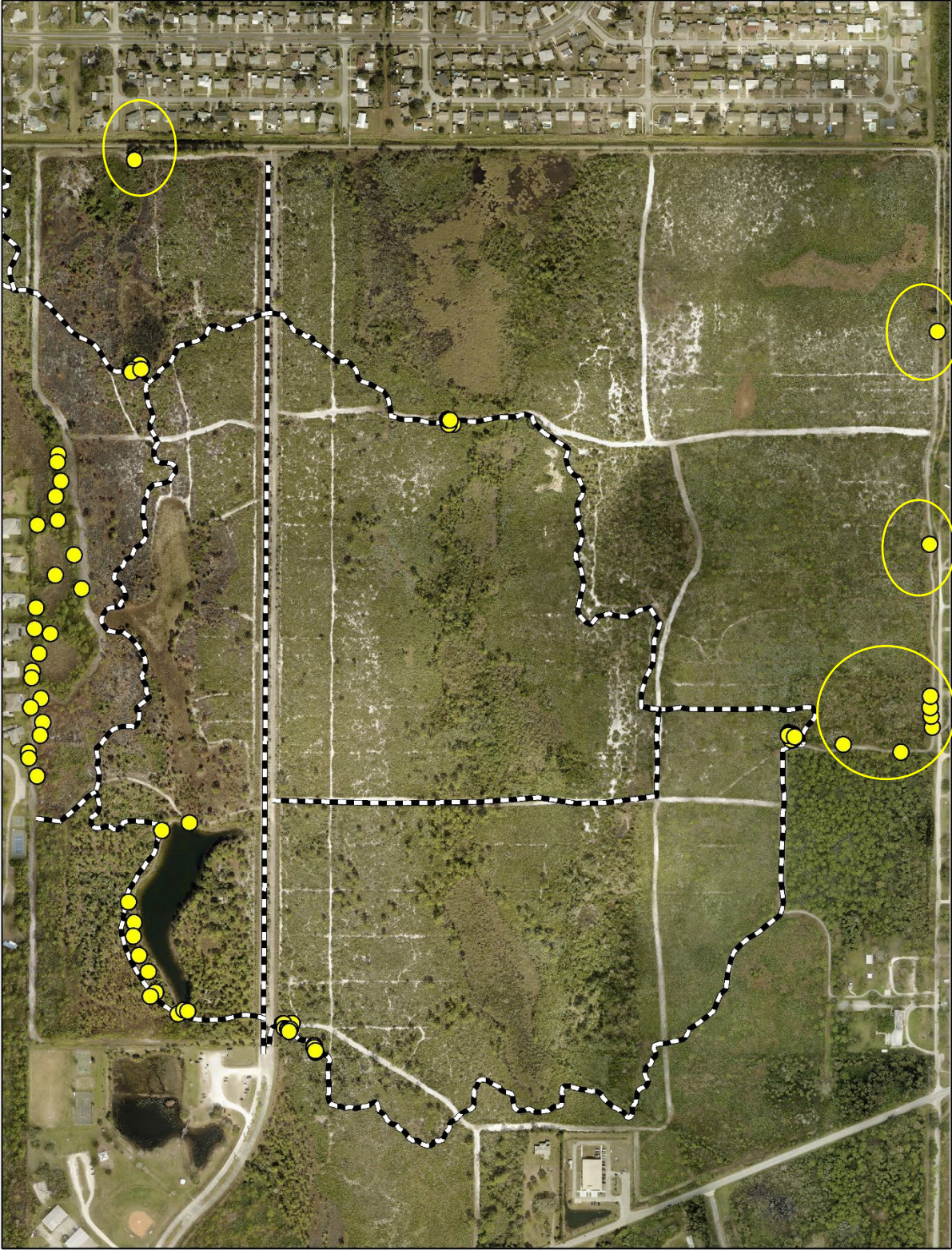


Fig 10 - Areas H & I – 6 Oaks

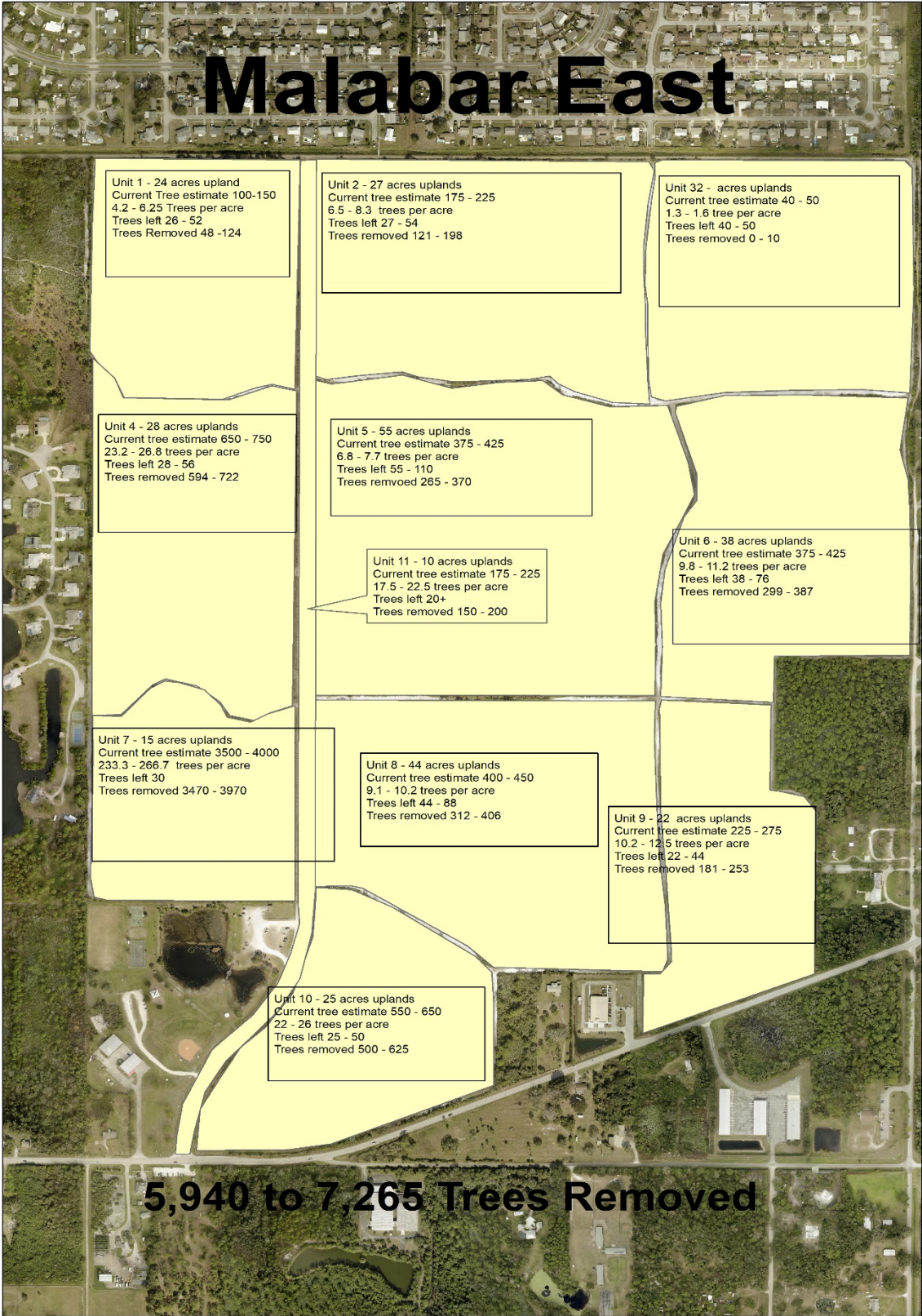


1 Large Oak (No photo)

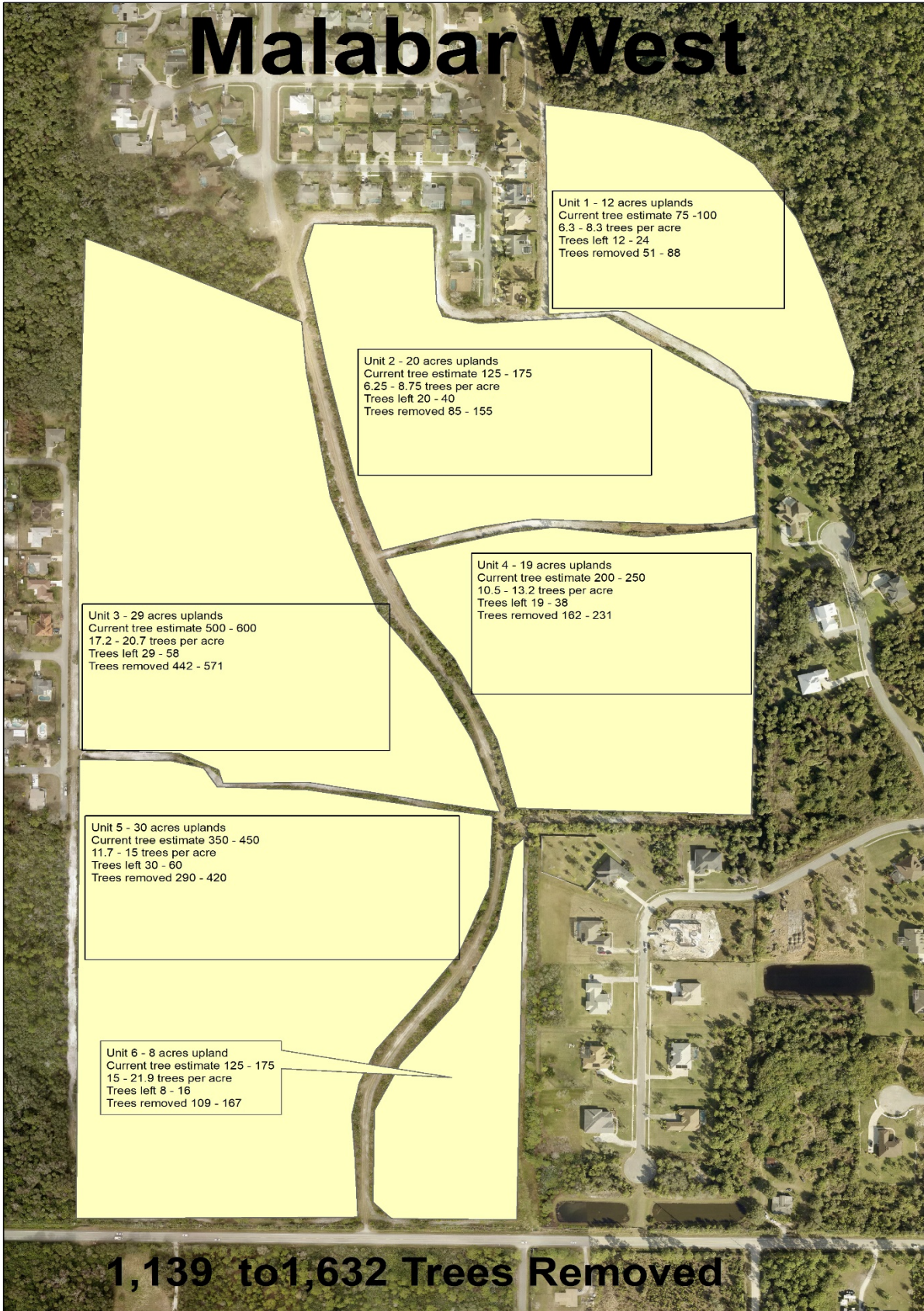
Fig. 11 - Paved Trail Preserved Tree Locations – 6 Oaks, 3



Estimated Tree Numbers at Malabar Scrub



Malabar West



1,139 to 1,632 Trees Removed

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FLORIDA FOREST SERVICE
STATE LAND TIMBER SALE AGREEMENT

THIS AGREEMENT, made this 19th day of October, 2021, between the STATE of FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE, a State Agency, of Tallahassee, Florida, hereinafter called the SELLER, and Bodaca Timber Inc, PO BOX 1173,, Kathleen, FL , 33846 hereinafter call the PURCHASER.

ARTICLE I

Preamble

For and in consideration of the promises and agreements hereafter contained, SELLER agrees to sell and permit PURCHASER to cut and PURCHASER agrees to purchase, cut and remove such cut timber specified in this Agreement, subject to the agreement provisions hereof.

ARTICLE II

Description

- A. This sale shall be known as Scrub 21/22 Timber Sale.
- B. This sale area of 1127 acres, more or less, within the Brevard County EEL is located in: Section 36, Township 28 South, Range 37 East; Sections 10, 12, 14 and 15, Township 30 South, Range 37 East; Sections 7, 8 and 18, Township 30 South, Range 38 East; Brevard County, Florida.
- C. The boundaries of the sale area, and any subdivision thereof, are as shown on the attached sale area map, which is made a part hereof.

ARTICLE III

Timber Included

This agreement includes only that timber within the sale area as described in Article II B and C, designated in the following manner by a representative of SELLER: Unit one is located on Malabar Scrub Sanctuary and consists of mature natural scattered slash pines and some sand pines. Trees will be thinned leaving one to two trees per acre. Units two and three consist of mature planted slash pines. The current tree density is 100 basal area. Trees will be thinned down to 40 to 50 basal area. Unit four is located on Grant Flatwoods Sanctuary. Unit four consists of mature natural slash and longleaf pines at a density of 120 basal area. Trees will be thinned down to 40 to 50 basal area. Leave trees in all units should be healthy, good formed trees and not be damaged by harvesting operations. Loggers should favor longleaf pines, flat-topped and turpentine trees as leave trees. Units two, three and four will also have a clear-cut of all pines located within 20 feet of the existing firelines and roads. Pines with a DBH of 16 inches or greater will not be harvested. Boundaries are natural stand changes, roads, firelines, trails, and utility right of ways.

ARTICLE IV

Condition of Sale

A. PURCHASER agrees to cut and remove timber included in this Agreement in strict accordance with all conditions and requirement contained herein.

The Forester-In-Charge shall administer this Agreement in consultation with the local land manager if this Agreement has been executed by the SELLER on behalf of another state, county, local, or municipal agency. The Forester-In-Charge has been designated as the SELLER'S representative, and any questions regarding this Agreement and associated harvesting operations shall be addressed directly to the Forester-In-Charge. The PURCHASER is not expected to comply with requests from any source other than the Forester-In-Charge, or their successor or superior officer.

B. PURCHASER hereby agrees to pay SELLER for all timber to be cut as follows:

Product (per ton)

\$5.05/Pulpwood/Mulchwood

Each timber sale settlement is to be written in two separate checks in the following percentages: 80% to Brevard County and 20% to the Florida Department of Agriculture and Consumer Services. All checks should be sent to the Forester-In-Charge along with all other settlement information.

All loads of wood removed are to be weighed on state certified scales and each scale ticket is to be dated and include gross, tare and net weights. The PURCHASER will be provided with an adequate

amount of two-part (Field Copy/Driver Copy) Florida Forest Service State Forest Haul Tickets and weekly harvesting production ledgers for the sale by the Forester-in-Charge. Each load removed will have a State Forest Haul Ticket assigned to that load. The Field Copy will be handled as directed by the Forester-in-Charge. Each Driver Copy will be returned along with the corresponding market weight scale ticket for all loads removed during each week and with a check for the appropriate wood settlement payment within ten (10) days of the week of harvest to the Forester-in-Charge. In addition, each wood settlement will have a copy of that harvesting operation's weekly production ledger attached.

The PURCHASER shall keep the Forester-In-Charge informed as to the delivery point of all timber cut on the sale and the name of the producer shipping the wood. The Florida Forest Service shall be entitled to be present at the weighing of any wood produced from lands covered by this Agreement and may during regular business hours inspect the PURCHASER'S books and records in connection therewith.

C. PURCHASER has furnished a Surety Bond issued by or Check No. 5808, to serve as a security deposit, in the amount of five thousand dollars (\$5,000.00), receipt of which is hereby acknowledged. Said security deposit shall be refunded to PURCHASER at the termination of this Agreement, provided all of its terms have been complied with to the satisfaction of the SELLER. This surety bond or cashier's check furnished by PURCHASER, shall provide protection to SELLER and to all laborers and material person(s) who furnish labor and materials to PURCHASER for work performed under the terms of this Agreement, in accordance with Section 255.05, Florida Statutes.

If a surety bond is provided by PURCHASER, it shall include a provision whereby the surety company waives notice of any alteration or extension of time made by SELLER. The bond will remain in force beyond the initial period of the Agreement in accordance with any extensions granted by SELLER for cause.

D. The term of this Agreement and the terms for which the parties hereto are bound shall be from the final execution date of this Agreement until twelve (12) months. Extensions to this term will be made whenever the Forester-In-Charge has deemed it necessary to suspend harvesting operations on the sale area due to adverse weather conditions, or other extreme contingencies. The PURCHASER will be notified by the Forester-In-Charge as to when harvesting operations may resume, and the extended term will then be reduced accordingly by the number of days until the PURCHASER resumes harvesting operations. Requests for additional extensions must be made by PURCHASER, in writing, at least fifteen (15) days prior to the Agreement termination, with the reasons for request stated therein.

E. PURCHASER or PURCHASER'S representative agrees to have a conference with the Forester-In-Charge before cutting begins, in order to discuss logging plans, roads to be used for hauling, etc.

F. Stumps shall be no higher than six inches (6") above the ground except where otherwise authorized by the Forester-In-Charge. No stump will be cut so low as to eliminate the paint mark if such mark has been applied in accordance with Article III.

G. Title to all designated trees left standing and all portions of trees felled but not utilized prior to the expiration of this Agreement, or any extensions thereof, shall remain with SELLER.

H. All other timber in the Agreement area under valid claims of another agreement or not designated in accordance with Article III is excluded from this sale. All the dead stump wood and lightwood in the Agreement area is also excluded from this sale. The PURCHASER must not remove any dead pines from the area.

I. The designated timber to be cut and utilized shall equal or exceed the following minimum dimensions: Pine pulpwood/mulchwood shall have no minimum butt diameter and shall have at least 16 feet in merchantable length to a 2 inch top diameter inside bark.

J. No tops, limbs or butts shall be left within three feet (3') of living trees. All "lodged" trees shall be freed and removed the same day such "lodging" occurs.

K. Due care shall be exercised against starting and spreading fires during the cutting operations by PURCHASER and/or PURCHASER'S employees. PURCHASER shall be held liable for all damages caused by such fires.

L. All utility lines, ditches and fences located within or immediately outside the exterior boundaries of the sale area shall be protected from damage by logging operations, and if damaged, shall be repaired immediately by and at the expense of PURCHASER. When in the judgment of the Forester-In-Charge, it is necessary to avoid risk or damage from logging operations, the PURCHASER may be required to move fences from one location to another without compensation.

M. The Forester-In-Charge shall designate the location of all loading ramps. Loading of log trucks is not permitted on paved or graded roads. SELLER reserves the right to designate location of skid trails.

N. Skidding trees down roads, trails and firebreaks is prohibited. Also, these areas will be kept free of logs, tops, brush and debris resulting from PURCHASER'S operations hereunder, and any road, trail or firebreak used by PURCHASER in connection with this sale that is damaged by skidding or logging equipment shall be repaired promptly by PURCHASER at PURCHASER'S expense to its original condition. SELLER retains the right to close down timber sale operations in inclement weather if logging damage to the sale area is deemed by the Forester-In-Charge to be too severe.

O. PURCHASER shall guard the gates used by PURCHASER'S operations hereunder, in any fences enclosing pasture lands, at all times when such gates are open and used by PURCHASER to prevent any cattle, horses or other animals from passing through them, and shall close such gates after using them.

P. When the PURCHASER deems it necessary to mark any trees in this sale for product designation or any other purpose, the same color of paint will not be used as that used by SELLER.

Q. Undesignated live trees which are cut or otherwise injured by PURCHASER'S operations shall be paid for by PURCHASER at double stumpage, based on a stump cruise by SELLER; provided that such payment shall not release PURCHASER from liability for any damage occurring to SELLER, other than for value of said trees. The doubling of the appropriate product class price will be the correct double stumpage figure. The product class will be determined by the Florida Forest Service and its decision is final. The PURCHASER will be liable for all cost incurred by the SELLER to substantiate damages caused by the PURCHASER'S operations.

R. The amounts specified in the paragraph immediately preceding shall be regarded as liquidated damages and may be waived at the discretion of the Forester-In-Charge in accidental or exceptional cases which involve small amounts of material.

S. The Florida Forest Service reserves the right to assess a penalty for any designated merchantable timber sold on a per unit basis as described in Article IV, Paragraph B, and not moved from the sale area at the expiration or termination of this Agreement. The rates paid by PURCHASER will be ten dollars (\$10.00) per tree for pulpwood, twenty-five dollars (\$25.00) per tree for chip-n-saw, and fifty dollars (\$50.00) per tree for sawtimber.

T. The decision of SELLER shall be final in the interpretation of the regulations and provisions governing the sale, cutting, and removal of timber covered by this Agreement.

U. All operations on the sale area may be suspended by the Forester-In-Charge after written notice has been served on PURCHASER if the conditions and requirements contained in this Agreement are disregarded. Failure to comply with any of said conditions and requirements shall be sufficient cause for termination of this Agreement, the suspension and/or the cancellation of all agreements for other uses of State Forests or Lands.

V. This Agreement will not be assigned in whole or in part without the approval of SELLER.

W. The conditions of sale are completely set forth in this Agreement and none of its terms can be varied or modified, except by a fully executed amendment to this Agreement.

X. All monies deposited under this Agreement shall, upon failure of PURCHASER to fulfill all conditions and requirements herein set forth or made a part hereof, be retained by SELLER to be applied to the satisfaction of PURCHASER'S obligation hereunder.

Y. Title to all timber included in this Agreement shall remain with SELLER until it has been paid for.

Z. The right of ingress, egress and regress is hereby granted to PURCHASER for the duration of this Agreement.

AA. PURCHASER shall be responsible for seeing that the logging area, particularly around loading ramps, shall be free from any litter, such as oil cans, drums, paper and other refuse on a daily basis. If such refuse is not disposed of during the process of the logging operation, it will be the responsibility of said PURCHASER to see that the area is cleaned up upon completion of logging.

BB. PURCHASER agrees to assume full responsibility and to be liable for all damages to persons or property incurred in or resulting from the harvesting of timber; and PURCHASER agrees further, by acceptance of the award of this Agreement, to release, acquit, indemnify, save and hold harmless SELLER and the State of Florida, their officers, agents and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Agreement.

CC. In signing this Agreement, PURCHASER attests satisfaction to the volume of timber advertised and upon which PURCHASER has bid, is present and available.

DD. PURCHASER shall notify SELLER at least two (2) working days prior to completion of the sale so that a compliance inspection can be made.

EE. The PURCHASER must adhere to and implement all applicable best management practices for silvicultural operations as outlined in the current Silviculture Best Management Practices Manual. In addition, no cutting will be allowed when logging conditions are determined by the Forester-In-Charge to be excessively wet or hazardous.

FF. The PURCHASER is solely responsible for maintaining the sale roads and making them serviceable prior to logging, as approved by the SELLER. Rutted roads will be back bladed by PURCHASER upon completion of sale and when requested by the Forester-In-Charge during the sale. SELLER retains the right to close down the timber sale operations in inclement weather if damage to roads is deemed by the Forester-In-Charge to be too severe.

GG. The PURCHASER may be required to harvest additional timber from the area prior to the completion of the sale. Any additional timber to be harvested will be designated by the Forester-In-Charge using a different color paint than was used to mark the original timber sale. Said timber will be paid for based on the selling price for this timber sale and the resulting price being paid for each product class as determined by the SELLER. Any additional timber to be harvested is subject to all conditions outlined in paragraph B.

HH. PURCHASER is to exercise care in not damaging trees that adjoin the sale area. Trees shall be felled within the sale boundaries and all logging activities shall take place within the marked sale boundaries.

II. PURCHASER agrees to have a representative to provide routine on site supervision of the harvesting operation that has completed the Florida Master Logger training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative. This person will maintain such training certification as long as this Agreement is in effect. Additionally, this representative will schedule weekly onsite cutting inspection visits to the harvesting operation in conjunction with the Forester in Charge to assure compliance with Florida's Best Management Practices.

JJ. Any violations of this Agreement will subject PURCHASER to the possible termination of this Agreement, forfeiture of the Performance Bond and may prohibit the PURCHASER from bidding on future State Lands timber sales for up to five (5) years. Decision of the SELLER is final in this matter.

KK. All State Forest Haul Tickets assigned to this sale, used and unused, must be returned to the Forester-In-Charge at the end of the timber sale. Any tickets not returned may be deemed missing and will be assessed a penalty in the amount equal to the highest value load from the timber sale.

LL. Seller reserves the right to use remote telemetry at any time to ensure contract compliance.

MM. This Agreement is subject to the following additional conditions of sale:

Hiking trails located within the timber sale area will be closed during active logging. The hiking trails must be kept clear of logging slash at all times. Equipment can cross trails only where flagged. Loggers must not cut flagged trees along the hiking trails.

Warning signs to the effect of Trucks Entering Highway will be provided by the winning bidder or their contractors and posted in both directions where logging trucks will enter paved county and/or state roads.

The PURCHASER shall be responsible for seeing that all petroleum leaks and spills are properly contained, and all contaminated soil and materials are disposed of properly. Equipment with excessive leaks may be shut down by the Forester-In-Charge until repairs are made.

When ditches must be crossed to establish loading ramps the ditches can be layered with logs to facilitate the crossing. However, these logs must be removed from the ditch immediately after moving equipment from the ramp site and must be utilized by the purchaser. Any wood left in ditches for over 60 days after equipment is moved will be cleaned out by FFS and the PURCHASER will be charged a fee of \$500 per occurrence plus the penalty as specified in Article IV, section S.

Any piles generated on the loading ramp as a result of the logging operation must be scattered to the satisfaction of the Forester-in-Charge or their representative.

To minimize the possibility of transporting and spreading exotic plant species, harvesting equipment and skidders must be cleaned of all dirt and plant material prior to moving to a new harvest area, and again prior to departing the harvest area.

There is a bald eagle nest at the northern section of the Malabar Scrub Sanctuary (Unit one). There will be a 660-foot exclusion zone around the nest during nesting season which is October 1 - May 15, unless the young fledge before or after May 15. Harvesting equipment will only be allowed in the exclusion zone after nesting season is complete.

Due to Scrub Jay nesting season, the loggers may not engage in harvesting operations within the Malabar Scrub Sanctuary (Unit one) between the dates of March 1st to June 30th.

Gopher tortoise are a protected species and may occur throughout the sale area. Special care must be made not to disturb gopher tortoise burrows by equipment during logging. Burrows are to be avoided by observation of a 25 foot buffer zone by the loggers. It is the loggers' responsibility to ensure that no burrow or gopher tortoise is crushed or otherwise harmed during logging activities. Any individual gopher tortoise or any other wildlife (including all types of snakes) encountered during logging must not be killed, removed or otherwise intentionally harassed. Any gopher tortoise found injured should be reported immediately to the Forester-in-Charge or their representative.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 19th day of October, 2021.

Witnesses:

STATE OF FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
NICOLE "NIKKI" FRIED, COMMISSIONER

Sarah A. South

Joey B. Hicks

Director, Division of Administration

Joseph Duncan

10/19/2021

Date

PURCHASER: Bodaca Timber Inc

Nancy Cauley

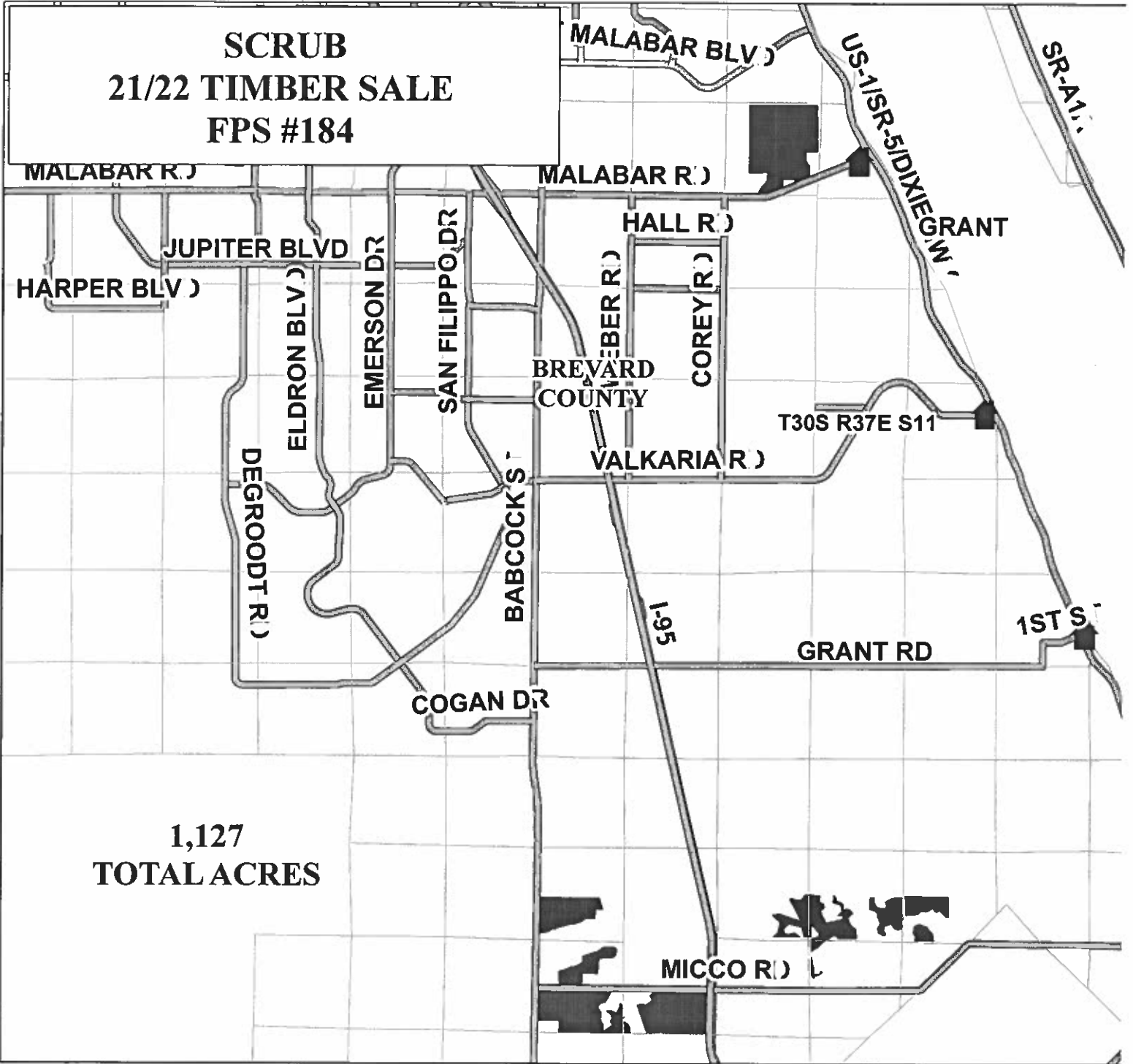
Nancy Cauley President
Signature 

Ruth E. Bell

10-8-2021

Date

SCRUB 21/22 TIMBER SALE FPS #184



1,127
TOTAL ACRES

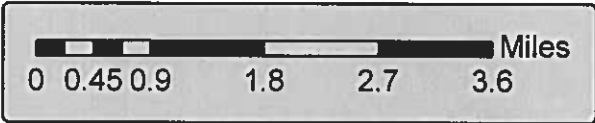
OVERVIEW MAP

SCRUB_TS

S,T,R GRID

ROADS

SCRUB_TS



Created by: Michael Edwards
Senior Forester, OPL Reg.3 & 4
June 4, 2021

DISCLAIMER

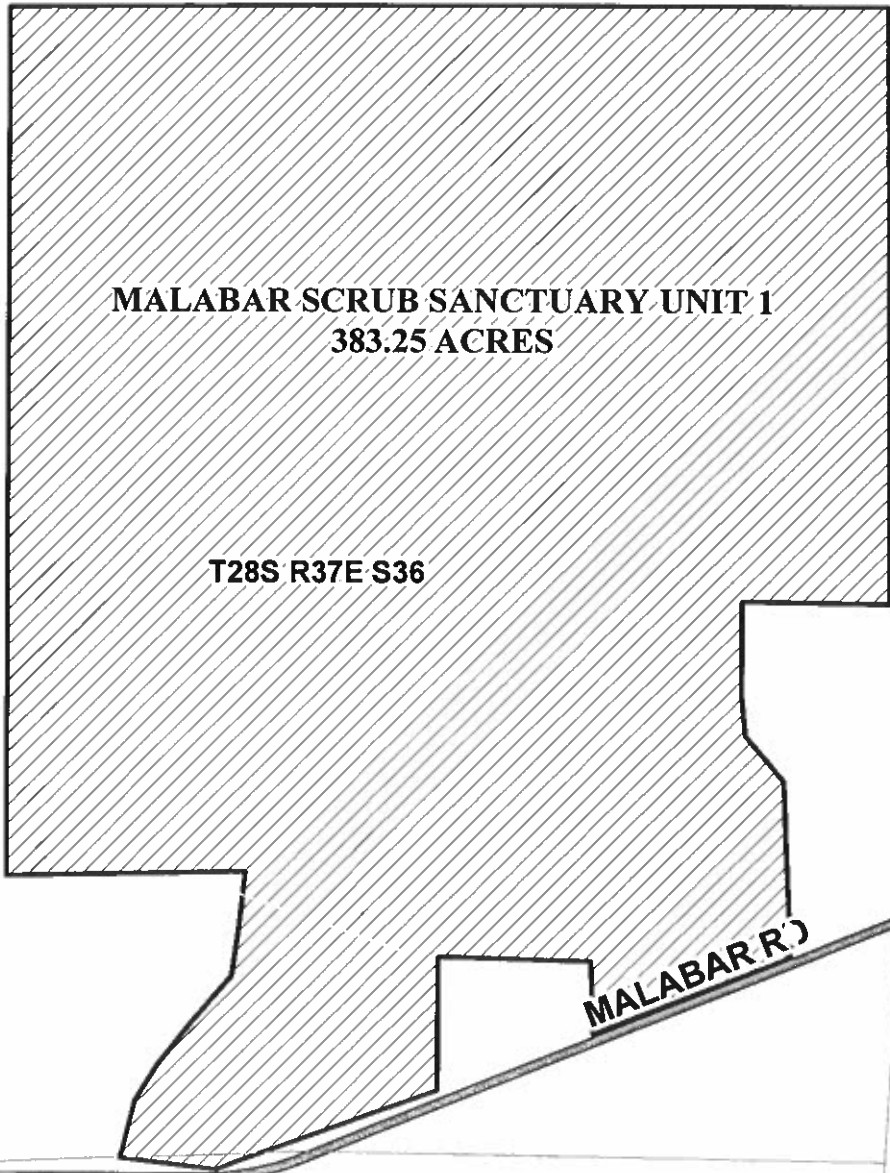
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**SCRUB
21/22 TIMBER SALE
FPS #184**

E S25

**BREVARD
COUNTY**

T28S R38E S30



T28S R37E S35

T28S R37E S36

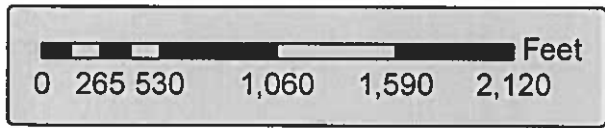
MALABAR RD

T29S R37E S02




T29S R37E S01

T28S R38E S31

T29S R38E S06



TRACT MAP UNIT 1

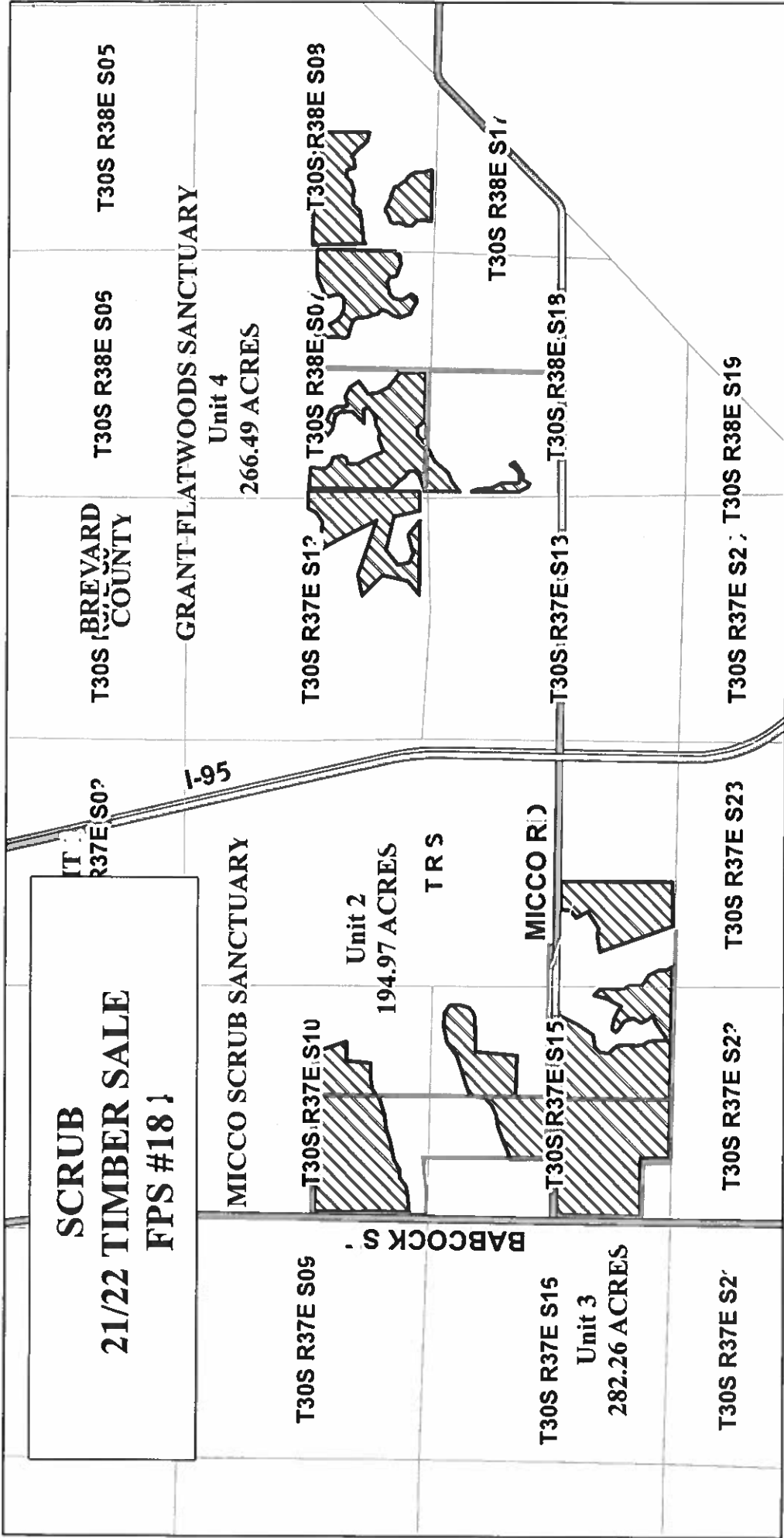
-  S,T,R GRID
-  ROADS
-  TIMBER SALE UNIT 1



Created by: Michael Edwards
Senior Forester, OPL Reg.3 & 4
June 4, 2021

DISCLAIMER

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**SCRUB
21/22 TIMBER SALE
FPS #181**

MICCO SCRUB SANCTUARY

GRANT-FLATWOODS SANCTUARY

BREVARD COUNTY

T30S R37E S05

BARCOCK S

Unit 2
194.97 ACRES

TRS

T30S R37E S15
Unit 3
282.26 ACRES

MICCO R1

Unit 4
266.49 ACRES

T30S R37E S12

T30S R38E S01

T30S R38E S09

T30S R38E S17

T30S R37E S13

T30S R38E S19

T30S R37E S2

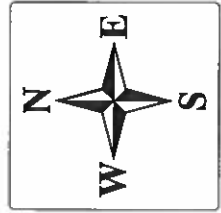
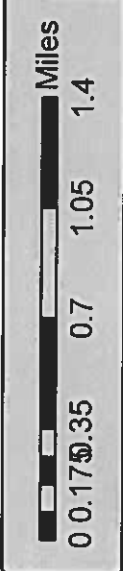
T30S R37E S22

T30S R37E S23

T30S R37E S2 ; T30S R38E S19

TRACT MAP UNITS 2, 3 & 4

- S, T, R GRID
- ROADS
- 20 FOOT BOUNDARY CLEARCUT AREAS
- TIMBER SALE UNITS 2, 3, and 4



Created by: Michael Edwards
Senior Forester, OPL Reg. 3 & 4
June 4, 2021

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APPLICATION FOR LAND CLEARING & TREE REMOVAL PERMIT

Select Permit:	Applies to	Development Type & Review Criteria	Required for Submittal
Type I	Removal of trees five (5) inches dbh and larger in conjunction with any development plan	Concurrent with the applicable development plan process.	Tree location survey identifying tree(s) ten (10) inches dbh and larger and all trees two (2) inches dbh and larger. Tree plan prepared or approved by a registered landscape architect as authorized by Florida Statutes Chapter 481, as amended.
Type II	Removal of trees five (5) inches dbh and larger in conjunction with issuance of any right-of-way use or any driveway connection permit.	Concurrent with the submittal of a right-of-way use or driveway connection permit application:	A sketch identifying the location and general description of tree(s) five (5) inches dbh and larger. For projects larger than one single-family dwelling, a Tree Location Survey identifying tree(s) five (5) inches dbh and larger shall be submitted.
Type III	Removal of any tree five (5) inches dbh and larger in conjunction with the application and issuance of a building permit that was not, as a part of a related development permit	Concurrent with the submittal of a building permit application. Reasonable effort has been made to minimize tree removal such as design modification or requests for variances where location of the tree(s) prohibits the use of the site for the intended and desired purpose, where the tree is ten (10) inches dbh or larger.	A sketch showing location and a general description of tree(s) five (5) inches dbh and larger.
Type IV	Removal of any tree where a Type I, II, or III permit is not applicable. The tree is ten (10) inches dbh and larger single-family or five (5) inches dbh and larger for non-single family). Or Removal of any designated tree of special significance or emergency tree removal as defines in Section 1-15.14.	Reasonable effort has been made to minimize tree removal such as design modification or requests for variances where location of the tree(s) prohibits the use of the site for the intended and desired purpose. Proximity for structures. Thinning. The removal of such tree is beneficial to the growth of other trees on site	A sketch showing location and a general description of tree(s) ten (10) inches dbh and larger single-family or five (5) inches dbh and larger for non-single family). A tree replanting plan, if applicable.
Type V	Required for any use of a motorized and or rotary equipment method to remove underbrush and vegetation less than six (6) feet in height, and not defined as a tree, of unimproved property maintenance	Reasonable effort has been made to minimize the impact of root and soil sediment and the topology of the property for the purpose of clearing: nuisance and overgrown vegetation to maintain or gain access for development activities, reduce a nuisance to abutting property owners and rights-of way, or reduce fire hazards.	Survey of the property. Permit application demonstrating compliance with one (1) or more of the criteria below. A sketch showing location and a general description of removal of underbrush and vegetation less than six (6) feet in height. This permit does not permit the removal of any trees.



TOWN OF MALABAR
 2725 Malabar Road
 Malabar, Florida 32950
 (321) 727-7764
 building@townofmalabar.org

Office Use Only

APPLICATION FOR LAND CLEARING & TREE REMOVAL PERMIT

Property & Owner Information

Township		Range		Section		Subdivision		Block		Parcel		Tract		Lot			
Property Owner's Name:																	
Property Address:																	
Mailing Address:																	
Email:												Telephone:					

Applicant Information (if different from property owner)

Applicant's Name:																	
Mailing Address:																	
Email:												Telephone:					

Contractor Information

Contractor's Name:																	
Mailing Address:																	
Email:												Telephone:					
State of FL License # (s):												Expiration:					

PURPOSE FOR CLEARING AND DESCRIPTION OF WORK

Clearly describe the planned use of the land and the reason for applying for a clearing permit. Include the type of vegetation that is planned for removal. Submit a survey indicating the area to be cleared. **All protected trees need to be located on the survey. Any trees with a DBH of 5" or greater need to be shown on the survey.** Malabar has a restrictive tree protection ordinance. Mitigation may be required if protected trees are planned for removal. **FINES UP TO \$500.00 PER TREE MAY BE IMPOSED FOR TREE REMOVAL WITHOUT A PERMIT.**

--

NO VEGETATION, TREES, BRUSH, OR OTHER DEBRIS MAY BE BURIED ONSITE.

The method of debris removal must also be clearly indicated:

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Property Type:

Residential		Commercial:		Zoning Code:		Property Acreage:	
Acreage of Project Area:		Tree Removal Count			Total DBH of Tree Removal		

Notes:

- 1) A signature of the contractor shall be construed as making the contractor personally liable unless the contractor attaches a written proof of authorization to act on behalf of the applicant.
- 2) All work is subject to final inspection by the Town Manager.
- 3) Permit to be displayed on the job site.
- 4) FDOT Traffic Control is required.
- 5) Approved ingress and egress (access) to the property is required, a culvert permit may be required.
- 6) Applicant is responsible for obtaining permits from other jurisdictional agencies examples include but not limited to: water management district, NDPES (Construction Generic Permit / Environmental Resource Permit), state/federal agencies.

Applicant/Contractor Print & Sign										Date					
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Office Use Only – Application & Permit Review:

Yes		No		Yes		No		Permit #, Authority, Date Issued				Inspection Date, Authority			
Complies w/ Access		Soil, Erosion Drainage													



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Office Use Only

APPLICATION FOR LAND CLEARING & TREE REMOVAL PERMIT

MALABAR LAND CLEARING & TREE AFFIDAVIT

Property & Owner Information

Township	Range	Section	Subdivision	Block	Parcel	Tract	Lot
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Property Owner's Name:	
Property Address:	

I/we, _____, being first duly sworn depose and say that I/we, am/are **the Owner(s) of the property or applicant** described, which is the subject matter of this application; that all of the answers to the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my/our knowledge and belief. **Check applicable statement(s) in accordance to the permit application:**

(Tree Removal) I/we further state that the clearing that we are requesting a permit for will not include any protected tree not identified on the application or attached survey.

(Land Clearing) I/we further state that the clearing that we are requesting a permit for will not include any protected tree.

Protected trees are all mangroves and trees except the following: Australian Pine, Ear Pod Tree; China Berry; Brazilian Pepper Tree; Melaleuca, Punk or Paper Tree; Chinese Tallow Tree; Air Potatoe; Kudzu Vine; Climbing Fern; African Bowstring Hemp; Castor Bean Plant; Any species found on the Florida Exotic Pest Plant Council's list of Florida's most Invasive Species. Cabbage Palms and Citrus Trees of all varieties shall not be considered to be protected trees, but such trees shall be included in the tree survey.

I/we further state that no cleared debris will be buried. Only clearing and removal of cleared material are covered under this permit.

ANY ADDITION OF FILL MATERIAL REQUIRES A SEPARATE PERMIT APPLICATION.

Applicant/Contractor Print & Sign	Date
Applicant/Contractor Print & Sign	Date

STATE OF FLORIDA

COUNTY OF BREVARD

Sworn to and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, who is personally known to me or produced the following _____ as identification.

WITNESS my hand and official seal this _____ day of _____, 20____.

Notary Public	SEAL
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TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 9.a.
Meeting Date: March 21, 2022

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

SUBJECT: Request for Council to Take Legal Action to Provide Public Access to Publicly Purchased Land {Malabar Scrub Sanctuary} by CM Scardino

BACKGROUND/HISTORY:

This Agenda Item was tabled at the 3/07/2022 RTCM until the 03/21/2022 RTCM.

CM Scardino requested this item to be placed on the agenda for Council action. He has asked me to provide this agenda report summarizing his concerns and intentions as well as his request for Council action in directing legal action.

CM Scardino requests Council to seek an injunction to the actions taken by Brevard County Commission to fence, gate and block off access to the Malabar Scrub Sanctuary to the public.

CM Scardino also requests Council to state in the injunction, or whatever other legal process is applicable, that the claim by Brevard County Commission to adopt a resolution stating the "imminent peril of the situation overrides the requirement for dispute resolution as dictated in the F.S. 164" is invalid as the management plan for this area has not been updated in ten years.

CM Scardino has previously withheld his concerns hoping for amicable direction from the County Commission to the EELs staff to discuss and work on an agreeable resolution with the Town but believes now that is not forthcoming.

CM Scardino requests Council support and action for the following reasons:

- The County Commission has acted in bad faith in illegally blocking access to the 577 acres of public land purchased with taxpayer money for the public
- EELs land acquisition and management plans were approved by voters in referendum questions on the ballot for taxpayer funding and stated the program would provide the following public benefits:
 - Conservation of the natural resources for future generations
 - Enjoyment and education by the public of these natural resources
 - Development of the educational center as stated in the acquisition plan
- Brevard County Commission has denied access to the natural and manmade trails within the area that existed before procurement, since procurement and with coordination of the EELs program for the benefit of the public
- Brevard County Commission has failed to provide adequate notice to the Town or the public until less than a week before activity was planned in conflict with the State's direction to always involve potentially affected property owners when land use changes are proposed (Property Rights Element)
- Brevard County Commission has caused irreparable harm to the citizens, residents, taxpayers, and thousands of visitors to the area by denying them access and the quiet enjoyment of the Sanctuary

- Brevard County Commission has failed to provide transparency on the status of the \$700,000.00 budgeted, acquired and earmarked for the educational center as planned for in the Acquisition Plan and continually reaffirmed through two 5-year "Memorandum of Understanding (MOU) of Cooperation (2004-2019) with the Brevard County Board of County Commissioners on a coordination of development of the educational center at the entrance of the Malabar Scrub Sanctuary.

As previously reported to Council by staff, 20% of the land mass of Malabar is owned by the State, County or Town for public purposes. The Town holds title or is responsible for the management of 150 acres of that land. That leaves almost 8,000 acres of land within Malabar jurisdiction that is off the tax roll.

Municipalities cannot oppose the transfer of land between a willing seller and willing buyer. As reported to Council in the mid 2000's the purchase of all this land by the State has reduced our Industrial Zoning to 20 acres and reduced our PUD residential from 400 acres to 0 acres and mixed use from 200 acres to zero in those areas.

FINANCIAL IMPACT: Malabar adopted and updated our Comprehensive Plan to meet the requirements of the Florida Dept of Community Affairs (now known as the Dept of Economic Opportunity) and provided for mixed use, industrial, medium density residential planned unit development areas as required. If developed as planned they could have produced over seven million (7 mil) in ad valorem taxes. Unfortunately, those areas of potential development were later purchased by the State for conservation and protection of natural resources.

ATTACHMENTS: none

ACTION OPTIONS:
Council Action

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 10.a.
Meeting Date: March 21, 2022

Prepared By: Lisa Morrell, Special Projects Manager

SUBJECT: Discussion of Councilmember Term Limits (Scardino)

BACKGROUND/HISTORY:


Councilmember Scardino is interested in amending the Charter for the Town of Malabar, ARTICLE II, Sec. 2.07. Election and Terms; to increase the current 2-year term limit of members of the Town Council.

“The regular election of the Town Council members, including the Mayor, shall be held on the Tuesday after the first Monday of November each year to fill the expired terms as presently established and shall be for two (2) year terms. Two (2) council seats shall be elected in odd years and the remaining three (3) council seats in even years. The Mayor shall be elected to no more than two consecutive four-year terms. If only one (1) candidate qualified for any one of the council seats or the office of mayor, the name shall not appear on the ballot, and the candidate is automatically elected. In any election, the person having the highest number of votes in the election shall be elected. In the event of a tie, the winner shall be selected by draw. Beginning with the terms commencing with November 1986 election and thereafter, an elected Council Member shall not serve more than three (3) consecutive terms in any capacity, even if one of those terms was as an interim or appointed official.”

Florida State Statute 166.031 (1) provides in part as follows:

The governing body of a municipality may, by ordinance, ... “submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality. The governing body of the municipality shall place the proposed amendment contained in the ordinance”... to a vote of the electors at the next general election held within the municipality or at a special election called for such purpose.”

FINANCIAL IMPACT: Not Applicable, Town Council Discussion

ATTACHMENTS: 

ACTION OPTIONS:

Discussion by Town Council as directed to amend the Charter and to establish a charter review committee, establishing an application process for citizen application, council selection process, effective service dates of a citizen charter review board/committee, and to establish a date to submit such a referendum question to the Brevard County Supervisor of Elections for voter referendum.



2014 General Election

(Website last updated at: 11/14/2014 5:07:10 pm)

Election Date: 11/4/2014

Registered Voters: 379,112
 Ballots Cast: 225,448
 Voter Turnout: 59.47%

Precincts Completely Reported: 173 / 173
 Vote By Mail: Completely Reported
 Early Voting: Completely Reported
 Election Day: Completely Reported

OFFICIAL RESULTS

Includes Provisional Ballots

The write-in candidate for State Representative, District 53 has withdrawn.
 A vote cast for the "write-in candidate" in this race will not count.

[County-wide Results](#)

[Precinct Results](#)

[Maps](#)

[Reports](#)

Filter Races

Select a race: **3 Year Terms for Town Council Members, Town of Malabar** ▼

View Type: **Detailed** ▼

Precinct 301

Choice	Election Day	Vote By Mail	Early Votes	Provisional	Total Votes	Percentage
YES	425	176	62	1	664	50%
NO	456	138	69	1	664	50%

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 10.b
Meeting Date: March 21st, 2022

Prepared By: Richard W. Kohler, Deputy Town Clerk/Treasurer

SUBJECT: Discussion of potential Road closure of Marie Street South (CM Vail)

BACKGROUND/HISTORY:

- a. CM Vail requested discussion about a potential closure of the southern end of Marie Street.

FINANCIAL IMPACT:

- a. None

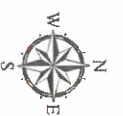
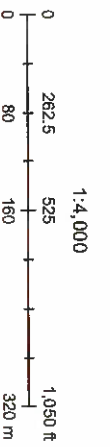
ATTACHMENTS:

- a. BCPAO Aerial photo of the area

ACTION OPTIONS:

- a. Discussion

N



All BCPAO maps and/or map applications are maintained for assessment and illustrative purposes only and do not represent surveys, plats, or any other legal instrument. Likewise, measurement and location tools are for assessment and illustrative purposes only and do not necessarily reflect real-world conditions. Due to the nature of Geographic Information Systems (GIS) and cadastral mapping, map layers may not precisely align and may not represent precise location, shape, and/or legal boundaries. Only a Florida-licensed surveyor can determine legally-relevant property boundaries, elevation, distance, area, and/or location in Florida.

Map created March 16, 2022 (map data dates may vary)

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