



Parks and Recreation Board Meeting

Wednesday, April 20, 2022 at 6:00 am

1. CALL TO ORDER, PRAYER AND PLEDGE
2. ROLL CALL
3. ADDITIONS/DELETIONS/CHANGES
4. CONSENT AGENDA
 - a. Approval of Minutes of 03/16/2022
Exhibit: Agenda Report Number 4a

Attachments:

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

5. PUBLIC COMMENTS
6. ACTION ITEMS
7. DISCUSSION
 - a. Potential Dog Park Opportunity
Exhibit: Agenda Report Number 7a

Attachments:

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

8. OLD/NEW BUSINESS
 - a. Board Member Reports
 - b. Staff Reports
 - c. Next Scheduled Meeting
9. ADJOURNMENT

Contact: Richard W. Kohler (rkohler@townofmalabar.org (321)-727-7764) | Agenda published on
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TOWN OF MALABAR

PARKS AND RECREATION BOARD MEETING

AGENDA ITEM NO: 4.a
Meeting Date: April 20, 2022

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

SUBJECT: Approval of Minutes of 03/16/2022

BACKGROUND/HISTORY:

- a. Summary of actions at the Parks and Recreation Board Meeting of 03/16/2022

ATTACHMENTS:

- a. Draft Minutes of the 03/16/2022 Parks and Recreation Board Meeting

ACTION OPTIONS:

- a. Request Approval

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
March 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 – EXCUSED
	Hans Kemmler - Present
	Parnel Jean – EXCUSED
	Evan Hall – EXCUSED
Recording Secretary	Richard Kohler – Present

Public

3. ADDITIONS/DELETIONS/CHANGES

4. CONSENT AGENDA

a) Approval of Minutes of 2/16/2022

MOTION: THOMAS/KEMMLER to accept the minutes of 2/16/2022 as presented. VOTE: All Ayes

5. PUBLIC COMMENTS

6. ACTION ITEMS:

7. DISCUSSION:

a. Potential Grant Opportunities

VC Thomas states there are key issues with these dog parks. BM Kemmler states there was a member of the public who expressed interest, and it got rolling again.

**BM Kemmler/VC Thomas to direct staff to investigate more thoroughly.
All Ayes (4-0)**

Chair states he has discussed dog parks with Mr. Piloch. He has contributed to 5 dog parks in South Brevard. He is the owner of the American Muscle Car Museum in Melbourne. Chair was directed to Mr. Piloch by a member of the Melbourne Parks and Recreation Department. They have done 3 parks ranging from \$50k - \$70k. The program was headed by a volunteer, who met with him at Eschenburg Park. There is City water, but no bathroom. He also wasn't sure if it would work at the Community Park. He set up a meeting for next week in Malabar.

BM Kemmler states it is important to have shade for the park.

Chair states shade and a wash station, as well as a bathroom are the most important areas for a dog park.

BM Kemmler states that he believes the Sandhill Trailhead would be excellent, but remembered some contention from the T&GC about that area. The \$60k park, Mr. Piloach paid \$50k and the city paid the rest. However, he will expect community involvement and volunteers.

8. OLD/NEW BUSINESS:

a) BOARD MEMBER/STAFF REPORTS:

- Richard E. Cameron & Volunteers Wilderness Preserve – VC Thomas states that the Dog Waste bags in Cameron are being used. Secretary states staff is researching flat tire repair kit that can be installed in the Preserve. Secretary Kohler states that the T&GC has
- Disc Golf Sanctuary – BM Kemmler states that PW has been maintaining the park very well. He is also considering building a large swing for the 13th tee pad.
- Thomas Eschenberg Memorial Conservation Area – Chair states that the park has been well maintained. Should we ask the Bike group to be involved? They are losing trails, and this may be a good outlet. VC Thomas and BM Kemmler state that the area is very wet and may not be conducive to biking.
- Malabar Community Park – VC Thomas asks if the benches and trash containers have been cleaned. Secretary states that he has informed the PW Staff, and they stated they would take care of it.
- Sandhill Trail Head –

b) Staff Reports –

c) Next Scheduled Meeting

- April 20th, 2022, 6 PM

9. ADJOURNMENT

There being no further discussion. **MOTION: Thomas/Kemmler motion to adjourn the meeting**
VOTE: All Ayes. This meeting adjourned at 6:38 pm.

By:

Eric Bienvenu, Chair

ATTEST:

Date Approved: _____

Richard W. Kohler
Recording Secretary

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.

DRAFT

TOWN OF MALABAR

PARKS AND RECREATION BOARD MEETING

AGENDA ITEM NO: 7.a
Meeting Date: April 20, 2022

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

SUBJECT: Potential Dog Park Opportunity

BACKGROUND/HISTORY:

- a. At the 3/16/2022 Parks and Recreation Board Meeting, the Board discussed potential avenues for the completion of a Dog Park in Malabar. One option presented was a partnership with Mark Pieloch.
- b. In late March, Town Manager Stinnett, Special Projects Manager Morrell, and Parks and Recreation Board Chair Bienvenue at multiple Malabar Park locations to discuss where a Dog Park would best fit.
- c. It was determined that Malabar Community Park would be the best fit.

ATTACHMENTS:

- a. Presentation by Chair Bienvenue reporting on the meeting with Mr. Pieloch, and potential next steps.

ACTION OPTIONS:

- a. Discussion

Malabar Dog Park

- Current Status:
- A funding commitment from Mark Pieloch has been secured
- Budget for the dog park is \$80k
- Individuals who built the three Melbourne dog parks have been contacted and agreed to help Malabar with this project
- Mark and his team visited and met with the TM and selected a suitable site at the community park.

Malabar Dog Park Requirements

- Sufficient parking
- Access to other activities (playground, ballfields, etc...)
- Restrooms
- Separate area for large and small dogs
- Trees for shade and shade structures
- Dog waste stations
- Water and wash station
- Sprinklers to maintain grass
- Chain link fencing and perimeter safety fence
- Park benches
- Sign with Mark Pieloch's name

Malabar Dog Park Location

- Based on the requirements this location seems to be best suited for the park. Dimensions are not final and will be adjusted once the site is more prepared.



Malabar Dog Park Next Steps

- Malabar Parks and Recreation Board discussion and approval - 4/20/22
- Malabar Council presentation and approval to move forward - 5/1/22
- Site preparation and park dimensions set
- Park features discussed and decided upon
- Site plan created (town) and permits applied for
- Start date
- Generate community support and ask for volunteers/build days
- Most subcontractors will be used from previous builds (cement, fencing, sprinkler.....)
- Muscle Car Museum fund raiser, organize and sell tickets

Current Mark Pieloch Dog Parks

- Please visit their Facebook pages or in person
- Florida Avenue, Southwest Park
- Aurora Road, Crane Park
- Viera, Crane Creek Blvd

DONATION AGREEMENT

Viera East Pieloch Dog Park

This donation agreement is made and entered by and between Mark & Tetiana Pieloch (the “Donors”), whose business address is _____ and the Viera East Community Development District, a local, special purpose government entity authorized by Chapter 190 of the Florida Statutes as amended, and created by ordinance of Brevard County, Florida and whose business address is Viera East CDD c/o Jason Showe, District Manager, Governmental Management Services - Central Florida, LLC, 219 E. Livingston St. Orlando, FL 32801 (the “CDD”)

Recitals:

Whereas, the CDD owns and operates certain property known as Woodside Park (the “Park”); and

Whereas, Donors have offered to donate the materials and services necessary to construct a dog park (the “Dog Park”) within the Park; and

Whereas, the CDD has agreed to accept Donors offer and allow the construction of the Dog Park; and

Now, therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which being hereby acknowledged, the parties covenant and agree as follows:

1. **Purpose; Intent:** The purpose of this Donation Agreement is to outline the details of the donation and the commitments and responsibilities

of each of the parties from conceptual planning through final completion of the Dog Park and acceptance of donated items. It is the intent of the parties to efficiently, effectively and economically cause the successful construction of the Dog Park for the benefit of the public. It is further the intent of the parties that the Donors shall, in consultation with the CDD, design, engineer, permit, construct, equip and otherwise complete the Dog Park as mutually agreed upon by the parties.

2. **Funding:** The cost of the Dog Park is estimated to be approximately \$35,000 but no more than \$70,000. The Donors agree to provide the materials and services necessary to complete and equip the Dog Park at Donors sole cost and expense, regardless of the final cost and with no monetary contribution from the CDD.
3. **Project Plan/Design:** The Donors will construct the Dog Park essentially in accordance with the project plan that is attached hereto as Exhibit "A" (Viera East Pieloch Dog Park) which has been reviewed and approved by the parties. The Dog Park shall include, but not necessarily be limited to, the following elements:
 - A. Separate sections for small dogs and large dogs
 - B. Waste pickup stations
 - C. Benches, Tables and Adirondack Chairs
 - D. Signage posting the rules and name of the dog park
 - E. Fencing along the perimeter of the dog park including gates
 - F. Water features (to be determined)
 - G. Agility features and play areas
 - H. Dog wash stations in both dog areas
 - I. Umbrella/Cantilever and or Sunshade systems

The plan/design and elements may be amended from time to time by mutual consent of the CDD and the Donors. In addition to approval by

the parties, the final design and elements of the Dog Park are subject to review and approval by the Brevard Parks and Recreation Department, 2725 Judge Fran Jamieson Way, Viera, FL 32940.

4. **Compliance:** The Dog Park and all materials and services that are provided pursuant to this Donation Agreement shall comply with all applicable Brevard County Codes and Florida law. Construction must satisfy all governmental building code, wind load/bearing requirements, electrical code requirements and other relevant laws, as determined by Brevard County's Building Official or their designee.

5. **Ownership & Operation:** Both parties understand and agree that the CDD is the owner and/or operator of the Park, including the area of proposed Dog Park. Upon completion, final inspection and issuance of a Certificate of Occupancy for the Dog Park by Brevard County and the issuance of certificates of approval, acceptance or the like from any other governmental entity which has regulatory authority over the Dog Park or the individual equipment or facilities located therein, the CDD shall accept ownership of the Dog Park, including equipment and facilities, and shall thereafter be responsible for the ongoing operation and maintenance of the same. The CDD shall provide the Donor with a letter acknowledging acceptance of the donation of the Dog Park and releasing Donors from liability related to the design, construction and equipping thereof. While the CDD will confirm acceptance of the donation, the CDD makes no representation as to the deductibility of the donation, the suitability of the donation for an income tax deduction, or the need of an appraisal to secure such deduction. The CDD shall also not use the Dog Park as a revenue source by charging for entry into or use of the Dog Park without the prior written consent of Donors, which consent may be withheld in Donors sole discretion. The Donors are advised to consult with the Donors' accountant or attorney for tax advice.

6. **Release and Waiver of Liability; Indemnification:** CDD shall provide Donors, their agents, employees, suppliers, contractors, subcontractors and volunteers (the “Donor Entities”) reasonable access to the Park as necessary to design, engineer, permit and construct the Dog Park. Donors, on behalf of themselves and the Donor Entities, hereby assume full responsibility for any and all risks of bodily injury or property damage they may sustain or suffer in the performance of this Agreement. Donors, again on behalf of themselves and the Donor Entities, also covenant not to sue the CDD, Brevard County and their respective officers, agents, employees and representatives (the “Released Parties”) and hereby release, waive and discharge the Released Parties from any and all liability the Released Parties might otherwise have to Donors and/or the Donor Entities, whether with regard to bodily injury, property damage or otherwise, and including injuries or damage which may have been caused by the negligence of the Released Parties. Donors hereby agree to indemnify and hold the Released Parties harmless from and against any loss, liability, damage or cost the Released Parties may incur due to the performance of Donors and/or Donor Entities under this Agreement.

7. **Dog Park Name:** Upon completion of the Dog Park in accordance with this Agreement and based upon the significant contribution of the Donors, the CDD agrees to prepare a resolution or written acknowledgement to name the Dog Park “Pieloch Dog Park Viera East.” CDD’s commitment to name the Dog Park shall be subject to any applicable Brevard County codes, rules or regulations.

8. **Relationship of the parties:** Neither the Donors, nor any agent, employee, representative or subcontractor of the Donors shall be deemed to be an employee, agent, representative or subcontractor of the CDD or of Brevard County. None of the benefits provided by the CDD or by Brevard County to their respective members, officers,

agents or employees, including, but not limited to, monetary compensation, liability insurance, workers' compensation insurance and unemployment insurance, shall be provided by the CDD or Brevard County to the Donors or to Donors' employees, agents, representatives, suppliers, contractors or subcontractors. Donors shall be solely and entirely responsible for Donors' actions and omissions and for the actions and omissions of Donors' employees, agents, representatives, suppliers, contractors and subcontractors during the performance of this Agreement. Further, it is specifically understood and agreed that the CDD and Donors are acting as independent contractors and are not working as agent of one another, and that the CDD and the Donor are not in any type of joint venture, partnership, or owner-contractor relationship. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

9. **Entire Agreement:** The written provisions and terms of this Agreement, together with all documents attached hereto, set forth the final agreement of the parties and supersede all prior written or oral statements of either party hereto or of their respective officers, agents, employees or representatives.

10. **Drafting; Modification; Waiver:** This Agreement was jointly drafted and negotiated by all parties to this Agreement. Consequently, no provision shall be more harshly interpreted against any party hereto as the drafter of this Agreement. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the parties. The failure of the CDD to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

11. **Notice:** All notices, demands, requests, instructions, approval, and claims shall be in writing. All notices shall be given by U.S. Mail or by email or by hand delivery, to the individual authorized to receive the notice as set forth below;

TO THE CDD: Viera East CDD
c/o Jason Showe, District Mgr.
Governmental Management Services –
Central Florida, LLC,
219 E. Livingston St.
Orlando, FL 32801
Phone: (407) 841-5524
Email: jshowe@gmscfl.com

TO THE DONOR: Mark & Tetiana Pieloch

Phone: _____
Email: _____

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or via electronic mail or, if given by U.S. Mail, five (5) days after mailing.

12. **Assignment:** Neither party may assign its rights or obligations granted by this Agreement without the written consent of the other party.

13. **Severability:** Invalidation of any one of these provisions or parts, clauses or words hereof, or the application thereof in specific circumstances, all by Judgment, court order, or administrative hearing

or order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

14. **Effective Date:** This Agreement shall become effective when signed by both of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, each on the respective date set forth below.

DONOR By: _____
Date: _____
Print Name: _____
Title: _____

Signature of Witness #1

Signature of Witness #2

Print Name:

Print Name:

Print Address:

Print Address:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by Mark Pieloch / Tetiana Pieloch, who acknowledged that he / she executed the same on behalf of himself / herself and also on behalf of Tetiana Pieloch / Mark Pieloch and that he / she was properly authorized to do so. He / She is personally known to me or has produced _____ as identification.

Notary Public
Seal:

My commission expires: _____

VIERA EAST CDD

By: _____
Rob Dale, Chairman

Signature of Witness #1

Signature of Witness #2

Print Name:

Print Name:

Print Address:

Print Address:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by Rob Dale, as Chairman of Viera East Community Development District who acknowledged that he executed the same on behalf of the District and was properly authorized to do so. He is personally known to me or has produced _____ as identification.

Notary Public
Seal:

My commission expires: