



# REGULAR TOWN COUNCIL MEETING

Monday, April 19, 2021 at 7:30 pm

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

**a. Approve Minutes of Regular Town Council Meeting of 03/15/2021**

Exhibit: Agenda Report Number 4a

**Attachments:**

- **Agenda Report Number 4a** (Agenda\_Report\_Number\_4a.pdf)

**b. Terminate Government Relations Agreement with S.P.G. - Bill Barrett**

Exhibit: Agenda Report Number 4b

**Attachments:**

- **Agenda Report Number 4b** (Agenda\_Report\_Number\_4b.pdf)

**c. Approve Piggy-back Contract for Plan Review and Inspection Services**

Exhibit: Agenda Report Number 4c

**Attachments:**

- **Agenda Report Number 4c** (Agenda\_Report\_Number\_4c.pdf)

**5. ATTORNEY REPORT**

**6. STAFF REPORTS**

**a. Manager**

Exhibit: Agenda Report Number 6a

**Attachments:**

- **Agenda Report Number 6a** (Agenda\_Report\_Number\_6a.pdf)

**b. Clerk**

**c. Public Works Director**

Exhibit: Agenda Report Number 6c

**Attachments:**

- **Agenda Report Number 6d** (Agenda\_Report\_Number\_6d.pdf)

## **7. PUBLIC COMMENTS**

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

*Five (5) Minute Limit per Speaker*

## **8. PUBLIC HEARINGS / SPECIAL ORDERS**

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

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

## **10. ACTION ITEMS**

ORDINANCES:1

RESOLUTIONS:0

MISCELLANEOUS:1

### **a. Amend Article VIII of the Land Development to provide updated requirements for Culverts (Ord 2021-03)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING ARTICLE VIII OF THE MALABAR LAND DEVELOPMENT CODE; AMENDING SECTION 1-8.4 DEFINITIONS; AMENDING SECTION 1-8.8 ITEM 11b; AMENDING SECTION 1-8.14 ITEM A, E & G; AMENDING SECTION 1-8.16 PARAGRAPH 3; PROVIDING UPDATED REQUIREMENTS FOR SURFACE WATER MANAGEMENT IN MALABAR; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10a

#### **Attachments:**

- **Agenda Report Number 10a** (Agenda\_Report\_Number\_10a.pdf)

### **b. Special Magistrate Appointment**

Exhibit: Agenda Report Number 10b

#### **Attachments:**

- **Agenda Report Number 10b** (Agenda\_Report\_Number\_10b.pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

## **11. DISCUSSION/POSSIBLE ACTION**

### **a. Increase Penalties in Article XV, Tree Protection for Violations (CM Scardino)**

Exhibit: Agenda Report Number 11a

#### **Attachments:**

**12. PUBLIC COMMENTS**

General Items (Speaker Card Required)

**13. REPORTS - MAYOR AND COUNCIL MEMBERS**

**14. ANNOUNCEMENTS**

(1) Vacancy on the Board of Adjustments; (2) Vacancies on the Trails and Greenways Committee

**15. ADJOURNMENT**

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

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

**TOWN OF MALABAR**

**COUNCIL MEETING**

**AGENDA ITEM NO: 4.a.**

**Meeting Date: April 19, 2021**

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

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**SUBJECT: Consent Agenda**

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**BACKGROUND/HISTORY:**

4.a. Town Council Regular Meeting Minutes – 03/15/2021

**ATTACHMENTS:**

a. Draft Minutes of 03/15/2021

**ACTION OPTIONS:**

Council Action on Consent Agenda

**MALABAR TOWN COUNCIL REGULAR MEETING MINUTES**

**MARCH 15, 2021 7:30 PM**

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

**1. CALL TO ORDER:**

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

**2. ROLL CALL:**

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

**3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES:** Yes – the applicant for the first PH, Mr. Thomas has requested the item be moved to a future meeting. No objections – Chair states that the item will be addressed under its Agenda Item.

**4. CONSENT AGENDA:**

**4.a. Regular Town Council Mtg Minutes of 3/11/2021**

**MOTION:** CM Vail / CM Scardino to approve consent agenda. **VOTE:** All Ayes.

**5. ATTORNEY REPORT:** CM Rivet asked about the notice he sent regarding 1870 Hall Road. Atty has mailed but has not received the green card back yet.

**6. STAFF REPORTS:**

**6.a. Town Manager** – written in package. Will answer any questions.

**6.b. Clerk** – Reminder for ***Fall in Love with Springfest*** on Saturday March 20, 2021. It will run from 9am to 1pm. Would like to put on the record unless there is objection, that the 50/50 raffle offered by the Town will designate all its proceeds to the playground equipment replacement at Malabar Community Park. No objection. Follow up from last meeting on the proposed citizen survey Park and Rec Board would like to post to the website. That will go live tomorrow unless Council has any objection. No objection.

Blanket Zoning – I have compiled the responses and non-responses for the letters sent out at Council direction regarding doing a “Blanket” zoning to be compatible with the FLUM. At this point it is a narrative of the results. Again, thanks to ITM Lisa's forward thinking, she has requested a change order to include a zoning layer to the AGOL platform for about \$1000.00. This will allow the Town to update future land use and zoning changes and provide this information to the public on the website. The ultimate decision on whether to adopt the blanket zoning will be on a future agenda. Finance Report – attached un-audited Budget to Actual from 10/1/20 to 3/11/2021. Annual outside audit for the FY ending 9/30/2020 will be on April 19, 2021 or May 3, 2021 agenda.

Budget process for Council starts in July with Truth in Millage (TRIM) process – setting the proposed Maximum Millage and choosing the tentative date for the first public hearing on the adoption of the millage and budget that will be mailed out on the Notice from the Property Appraisers Office.

Updated meeting and Federal holiday memo will be distributed to Council following this meeting.

7. **PUBLIC COMMENTS:** Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. (Speaker Card is Required) Five (5) Minute Limit

Kenny Schofield of Dolphin Auto addressed Council: (arrived at 7:55PM and was allowed to speak before the discussion items.)

8. **PUBLIC HEARINGS: 2**

8.a. **Road Improvement Waiver Request – unimproved portion of right-of-way in line with Beekeeper ROW and Old Mission ROW running west from Corey Road – tabled from May 6, 2019; applicant Mr. Chris Thomas**

**Exhibit: Agenda Report No. 8.a.**

*Applicant sent email on 3/10/2021 requesting it be taken from agenda and rescheduled to a later agenda. Council took action on this after removing from table.*

**MOTION:** CM Vail / CM Rivet to remove from table. **Vote: All Ayes.**

CM Acquaviva said she would not be able to attend the April 19 meeting and would like to be present for this item. Consensus to table to the May 3, 2021 meeting.

**MOTION:** CM Acquaviva / CM Rivet to table this PH until May 3, 2021 RTCM. **Vote: All Ayes.**

8.b. **Amend Comprehensive Plan and Code re: maximum building coverage (MBC) in Residential/Limited Commercial (R/LC) to permit 20% coverage (Ord 2021-02)**

A ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE TOWN'S COMPREHENSIVE PLAN FUTURE LAND USE ELEMENT; PROVIDING FOR A TEXT CHANGE TO THE PERMITTED MAXIMUM BUILDING COVERAGE IN THE RESIDENTIAL AND LIMITED COMMERCIAL (R/LC) MIXED USE DESIGNATION; PROVIDING FOR A SIMILAR CHANGE IN THE LAND DEVELOPMENT CODE DELETING THE MAXIMUM BUILDING COVERAGE OF 4,000SF AND UTILIZING THE TWENTY PERCENT COVERAGE AS STATED IN TABLE 1-3.3(A); PROVIDING FOR CODIFICATION; SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING FOR TRANSMISSION TO THE FLORIDA STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING AN EFFECTIVE DATE.

Ord read by title only.

Public Hearing opened. Barbara Cameron, Hall Road asked about the 4,000sf – did the change deal with the residential component? No, only the commercial portion and would be changed to 20% of parcel size. Public Hearing closed.

Chair asked staff: as expressed in the agenda report. This will be for transmittal to State and other agencies review.

**MOTION:** CM Acquaviva / CM Vail to approve Ord 2021-02 for transmittal to State.

Discussion: no further Council discussion so Mayor commented. He had been against this initially since allowing R/LC on Malabar Road and this would mix RLC with RR uses. Didn't want a huge building next to an SFR. But reviewing the permitted limited commercial uses in R/LC it is very limited in what you can do – can't be a big box store but could be a Dollar General which is smaller footprint. Due to this he has changed his position and supports this change.

**ROLLCALL VOTE:** CM Acquaviva, Aye; CM Vail, Aye; CM Rivet, Aye; CM Scardino, Nay; CM White, Aye. Motion carried 4 to 1.

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

10. **ACTION ITEMS:**  
**ORDINANCES for FIRST READING: 0**  
**RESOLUTIONS: 0**

**MISCELLANEOUS: 1****10.a. Approve Cancellation of April 5, 2021 RTCM or set an Alternate Date****Exhibit: Agenda Report No. 10.a.****MOTION:** CM White / CM Acquaviva to cancel the April 5, 2021 RTCM.**Discussion:** none. **VOTE:** All Ayes.**Chair asked Attorney to stay through discussion items.****11. DISCUSSION/POSSIBLE ACTION: 3****11.a. Code Enforcement/Compliance Discussion (White & Scardino)****Exhibit: Agenda Report No. 11.a.**

CM Scardino suggested using a volunteer instead of writing citations. To encourage compliance. CM White doesn't have a solution. Do reactive code enforcement. No enforceable code – point to countless others that are also not in compliance. CM Scardino said educational – CM White said when you have an anonymous letter mailed to all of us. Should not be required to put themselves at risk to report on a business operating out of their house. Neighbor might be afraid. CM Rivet – non adversarial way is always be the way we start. No or negative response is when we proceed. Point is do we want a reactive code enforcement policy or is it time for discussion. CM Acquaviva took it seriously. People that aren't anonymous sit with town staff and work out issue. Thought had done the investigation. CM Vail – we have had numerous anonymous letters and we don't know if it is a feud – unless there is a signature we don't follow up. We do follow up and he supports reactive – not support proactively look for code violations

Atty said that HB under consideration that if passed will go into effect on 7/1. It has been our policy to not take action on anonymous complaints. Looks like it is going to pass. CM Scardino said we are limited unless we get a complaint. Some limitation to proactive enforcement. CM Scardino that is why he is suggesting education before the violation. Atty said you can pick a number of people are going to comply and others will not. CM Scardino said some people move here from elsewhere and don't know. Get community more involved. Summary of Council position is to remain *re-active* to code complaints.

**11.b. Home Business Tax Receipt Regulations (White & Scardino)****Exhibit: Agenda Report No. 11.b.**

CM White said they are not home-based businesses and there are heavy trucks jockeying to get equipment in and out of there. There are businesses that are operating as home based and are really commercial operations, but no one has complained.

Summary of Council position is to remain *re-active* to complaints against home-based businesses.

**11.c. Land Development Tree Preservation (Scardino)****Exhibit: Agenda Report No. 11.c.**

CM Scardino is interested in saving the old oak trees and not replacing them with multiple smaller trees. Find a way to increase the fee to remove in order to encourage them to keep the old trees. He wanted to know if there is Council interest. CM White explained it is easier to build on clean slate. In heavily wooded area trees get sunburned and start dying. New development is required to replant. CM Vail said you can see some of the trees. ITM Lisa said Staff will be bringing the rate resolution before Council and the increase for removal of significant trees could be added. She referenced the Codes Tree preservation Trust fund and she will include an example of what it would cost to take down a tree of significance.

Summary of Council position is to address with revision of Fee Resolution.

Attorney Bohne leaves at 8:30pm.

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

**13. REPORTS – MAYOR AND COUNCIL MEMBERS**

CM Acquaviva: Noticed that the food truck got moved. Good to see some progress.

CM Vail: nothing

CM Rivet: nothing

CM White: Asked ITM Lisa about cost for Hunter Lane coming before Council? Paver will be doing all the earthwork and that will be at the cost of the Town. She will apprise Council of cost after the fact if necessary.

CM Scardino: asked about outreach regarding open burning. Yes website, Facebook, etc.

Mayor: nothing

**15. ANNOUNCEMENTS:** Openings on T&G Committee.

**16. ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was adjourned at 8:35P.M.

BY: \_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

ATTEST:

\_\_\_\_\_

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

Date Approved: 04/19/2021

DRAFT



# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 4.b**

**Meeting Date: April 19, 2021**

**Prepared By: Lisa Morrell, Interim Town Manager**

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**SUBJECT: Terminate Government Relations Agreement with S.P.G. - Bill Barrett**

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### **BACKGROUND/HISTORY:**

Government Relations Agreement with S.P.G. - Bill Barrett was approved with a first addendum renewal contract on the September 17, 2020 Regular Town Council Meeting.

Per the contract terms for termination:

Termination of this contract may be made by either the Town or SPG with a thirty (30) day written notice except for during such times when the Florida Legislature is in session. This agreement may not be terminated during such times that the Florida Legislature is in session. Such termination shall not deprive the Town of work products that are complete or substantially complete. Such termination shall not deprive SPG from invoicing the Town for the administrative fee for such grants or outside funds that are approved, under consideration for approval, or substantially complete.

Termination of services is requested for failure to provide services as executed and described within the contract agreement. All fiscal year communications have been non-responsive.

### **ATTACHMENTS:**

20200917 SPG Renewal.PDF

### **ACTION OPTIONS:**

As directed by council discussion.

## Government Relations Agreement

This agreement is between the Town of Malabar Florida, herein referred to as "Town" and Sewell Point Group, Inc., hereafter referred to as "SPG."

Whereas, the Town desires to engage the services of an individual or firm to provide government relations services; legislative services; grant services; and outside funding services for the Town.

Whereas, the Town desires to enter into a contract with SPG to provide government relations services; legislative services; grant services; and to seek and administer outside funding for special projects.

**SERVICES:** SPG will provide the following services:

**Legislative Services:** Represent the Town before the Florida Legislature as a registered lobbyist; Coordinate the legislative agenda of the Town; Solicit support from legislators in order to advance the legislative agenda of the Town; Draft legislation; Draft appropriation documents; Identify possible appropriations and legislation; Attend Committee and Sub-committee meetings; Provide data and testimony to the Members and staff of the Florida Legislature.

**Government Relations:** Provide consulting services to the Town on coordination of special projects; Represent the Town before appropriate regional and statewide agencies.

**Grant Administration:** Identify sources of outside funding for special projects; Prepare grant applications; Provide information and data to Federal, State and Regional Agencies; Coordinate and solicit support from appropriate Federal, State and Regional Agencies; Administer all grants and outside funding.

**COMPENSATION:**

SPG shall be paid \$7,500 upon the execution of this agreement.

SPG shall be paid \$2,500 on October 1, 2019, \$2,500 on January 1, 2020 and \$2,500 on April 1, 2020.

SPG shall be paid an administrative fee of 7% on all grant funding obtained through the services of SPG. Such administrative fee shall be invoiced upon the Town receiving notification that such funding has been awarded. This administrative fee shall not apply to any legislative appropriation.

All invoices shall be paid by the Town within 30 days. A late fee of 5% shall be applied to any invoice not paid within 30 days.

**TERM:** This agreement shall be effective from the date of the execution of this agreement until September 30, 2020. Such termination shall not deprive the Town of work products that are complete or substantially complete. Such termination shall not deprive SPG from invoicing the Town for the administrative fee for such grants or outside funds that are approved, under consideration for approval, or substantially complete.

**TERMINATION:** Termination of this contract may be made by either the Town or SPG with a thirty



**Government Relations Agreement**

(30) day written notice except for during such times when the Florida Legislature is in session. This agreement may not be terminated during such times that the Florida Legislature is in session. Such termination shall not deprive the Town of work products that are complete or substantially complete. Such termination shall not deprive SPG from invoicing the Town for the administrative fee for such grants or outside funds that are approved, under consideration for approval, or substantially complete.

WARRANTY: SPG cannot and does not make, nor imply, any form of warranty or guarantees regarding the outcome of any grant or other outside funding, legislation, or appropriation request.

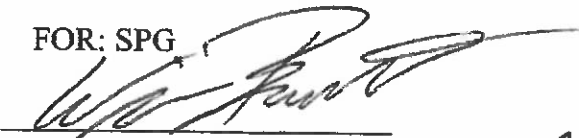
PUBLIC INFORMATION: SPG agrees to follow the rules as set forth in Chapter 119 Florida Statutes.

Dated this the 3 day of July 2019.

FOR: TOWN OF MALABAR

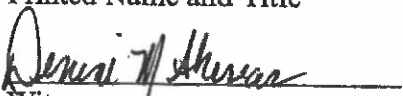
FOR: SPG

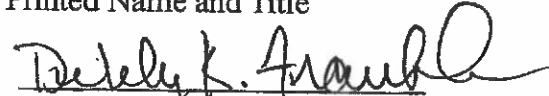
  
Signature

  
Signature

Matthew Stinson Town Administrator  
Printed Name and Title

William Barrett President  
Printed Name and Title

  
Witness

  
Witness

First Addendum to Professional Consultant Services Agreement Between The Town of Malabar and SPG

This Addendum is by and between The Town of Malabar hereinafter referred to as "Town" and SPG hereinafter referred to as "SPG" and is to that certain agreement between the parties dated July 2019, hereinafter referred to as the "Agreement." The parties, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Addendum expressly modifies the Agreement and in the event of conflict, the terms and conditions of this Addendum shall prevail.

2. TERM is hereby amended to read as follows:

This agreement shall be effective from the date of the execution of this agreement until September 30, 2021. Such termination shall not deprive the Town of work products that are complete or substantially complete. Such termination shall not deprive SPG from invoicing the Town for the administrative fee for such grants or outside funds that are approved, under consideration for approval, or substantially complete.

3. COMPENSATION is hereby amended to read as follows:

SPG shall be paid \$2,500 upon the execution of this agreement.

SPG shall be paid \$5,000 on October 1, \$5,000 on January 1, 2021 and \$2,500 on April 1, 2021.

SPG shall be paid an administrative fee of 7% on all grant funding obtained through the services of SPG. Such administrative fee shall be invoiced upon the Town receiving notification that such funding has been awarded. This administrative fee shall not apply to any legislative appropriation.

All invoices shall be paid by the Town within 30 days. A late fee of 5% shall be applied to any invoice not paid within 30 days.

4. All other terms and conditions set forth in the Agreement shall remain in full force and effect and unchanged as agreed to by the parties.

Dated this the 17 day of September 2020.

FOR: TOWN OF MALABAR

Patrick T. Reilly  
Signature

Mayor Patrick T. Reilly, Chair  
Printed Name and Title

Dolly Franklin  
Witness

FOR: SPG

William Barrett  
Signature

William Barrett president  
Printed Name and Title

RB  
Witness

# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 4.c**  
**Meeting Date: April 19, 2021**

**Prepared By: Lisa Morrell, Interim Town Manager**

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**SUBJECT: Piggy-back Contract – Plan Review and Building Inspector Services, IFB#09-0-2021, City of Palm Bay, SAFEbuilt Florida LLC**

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### **BACKGROUND/HISTORY:**

Staff is requesting the use of other agency contract for Plan Review and Building Inspections Services, as needed, to meet the demands of the building department for the Town of Malabar. Within the contract seven positions, including Building Inspector, Plans Examiner, Building Official, Fire Inspector, Fire Examiner, and Permit Technician may be used in conjunction with existing Town staff to augment and better serve the needs of the growing number of building permit applications, reviews, inspection services, construction site monitoring, and issuance of permits.

An as-needed basis type of contract will cure inspection window offerings to mornings and afternoons as the current inspections occur in the late afternoon hours. This will also provide duplicity of staff and continuance of building department operations due to illness, leaves of absence, succession planning, which was experienced by the Town during the current health crisis of COVID-19. Finally, with many pending bills filed in the 2021 Legislation Session pertaining to building departments with new restrictions of review timeline periods and issuances of permits and inspections; this contract will assist in alleviating delays of in-house staff hiring, as needed based on activity and volume of permit applications.

An immediate need and first executed use of this contract, if approved by Town Council, will be to add a contracted Building Inspector for 2-4 hours per operational day in the morning rotation for inspections and construction monitoring of sites in progress.

### **ATTACHMENTS:**

SAFEbuilt\_Palm Bay\_Plan Review and Building Inspector Services\_Electronic.PDF

### **FINANCIAL IMPACT:**

Estimated current fiscal year end expenditures from the restricted Building Fund, 524.3130 Building Contracted Services, \$19,800.

### **ACTION OPTIONS:**

Motion to approve and execute a piggy-back contract for Plan Review and Building Inspector Services, other agency contract, IFB#09-0-2021, City of Palm Bay, with SAFEbuilt Florida LLC, 3755 Precision Drive, Suite 140, Loveland, CO 80538.



PLAN REVIEW AND BUILDING  
INSPECTOR SERVICES  
**ELECTRONIC**



CITY OF PALM BAY, FL  
Due January 26, 2021 | 5:00 EST

**Robin Verse**

Account Manager  
954.767.7372  
rverse@safebuilt.com

**John Stone, CBO**

Project Manager  
321.403.1071  
jstone@cgasolutions.com



**INVITATION FOR BID #09-0-2021/SZ  
Plan Review and Building Inspector Services**

Procurement Department  
120 Malabar Rd SE  
Palm Bay, FL 32907-3009

ISSUE DATE: 01/04/2021

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**PROCUREMENT CONTACT:**  
SUSAN ZIEGLER  
PROCUREMENT AGENT I  
PHONE NUMBER: (321) 952-3424  
E-MAIL: [susan.ziegler@pbfi.org](mailto:susan.ziegler@pbfi.org)

**BIDS TO BE RECEIVED NO  
LATER THAN 5:00 PM ON  
TUESDAY, 01/26/2021**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID	
Bidder Name: <u>SAFEbuilt Florida, LLC</u>  Address: <u>3755 Precision Dr. Suite 140</u> <u>Loveland, CO 80538</u>  Phone Number: <u>863-977-4111</u> Fax Number: <u>877-203-2704</u> E-Mail Address: <u>proposals@safebuilt.com</u> FEIN Number: <u>80-0154691</u>	<u>Pre-Bid Meeting:</u> N/A  Bids are firm for 90-days. Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other <input type="checkbox"/>  Do you accept VISA? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  If submitting a "NO BID," state reason:

Bid packages shall be mailed or hand-delivered to the Office of the Procurement Department, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Bids will be officially closed after time and date identified above. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Procurement Department will be the official authority for determining late Bids.

One (1) original (MARKED "ORIGINAL") and one (1) copy plus one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Bid sheets and required attachments shall be executed and submitted in a sealed envelope. Bidder shall mark Bid envelope, "IFB # 09-0-2021/SZ, Plan Review and Building Inspector Services." Bidder's name and return address shall be clearly identified on the outside of the envelope.

  
 \_\_\_\_\_  
 Authorized Signature

Matt Royer, Chief Commercial Officer  
 \_\_\_\_\_  
 Printed Name & Title

Chief Commercial Officer  
 \_\_\_\_\_  
 Title (typed or printed)

January 19, 2021  
 \_\_\_\_\_  
 Date

### CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist the Bidder with the submission of their Bid package. This Check List cannot be construed as identifying all required submittal documents for this project. Bidders remain responsible for reading the entire Bid document to ensure that they are in compliance.

The City, in its sole discretion, reserves the right to reject any and all Bids, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Bids. The City specifically reserves the absolute right to determine the seriousness of any bidder's failure to specifically conform to the requirements of the Bid document. Bidders cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any bid. Bids may be considered subject to rejection if in the sole opinion of the City: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Bid, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Bids where Bidders fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Bidder has completed, signed (blue ink) and included Invitation for Bid Cover Sheet (page 1)	X		
Bidder has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)	X		
Bidder has provided One (1) Original hard-copy Bid (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the bid complete with all supporting documentation	X		
Bidder has provided the number of one (1) hard copy of their bid (marked "COPY"), as referenced in Section I (page 3)	X		
Bidder has confirmed that their Bid reflects all Addenda for this project (all Addenda will be posted to <a href="http://www.palmbayflorida.org/procurement">www.palmbayflorida.org/procurement</a> for notification and retrieval)	X		
Bidder has completed, signed (blue ink) and included their Bid Form	X		
Bidder has included copy of applicable licenses.	X		
If applicable, Bidder has provided a signed Conflict of Interest statement			X
Bidder completed and included their Reference Form	X		
Bidder has included a list of current clients & disclosed types of services they perform (see page 11)	X		
Bidder has completed, signed (blue ink) and included their Identical Tie Bid sheet with signature – (if applicable)	X		
Bidder has signed (blue ink) and included their Bidder's Insurance Requirements Acknowledgement	X		
Bidder has included a copy of business tax receipt (occupational license)	X		
Bidder has signed and notarized & included their Non-Collusion Affidavit	X		
Bidder has read, understood and submitted all required documentation for bid evaluation.	X		

  
 \_\_\_\_\_  
 Authorized Signature  
 Matt Royer, Chief Commercial Officer  
 \_\_\_\_\_  
 Printed Name & Title

SAFEbuilt Florida, LLC  
 \_\_\_\_\_  
 Company  
 January 19, 2021  
 \_\_\_\_\_  
 Date



# SECTION III

## BID FORM IFB NO. 09-0-2021/SZ PLAN REVIEW AND BUILDING INSPECTOR SERVICES SHEET 1 OF 2

The undersigned declares that, after examining the Bid Documents for the above referenced project, she/he does hereby submit a response to the bid and warrants that:

- a) She/He is an officer of the organization.
- b) She/He is authorized to offer a bid in full compliance with all requirements and conditions, as set forth in the IFB.
- c) She/He has fully read and understands the IFB and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d) If the bid is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Bidder.

In submitting this Bid, Bidder represents as more fully set forth in the agreement, that Bidder has examined copies of all the contract Documents and of the following Addenda:

Addendum No:   1   Dated: 01-19-21 Addendum No:        Dated         
 Addendum No:        Dated:        Addendum No:        Dated       

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

  
 \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Matt Royer, Chief Commercial Officer  
 \_\_\_\_\_  
 Printed Name & Title  
 \_\_\_\_\_  
 January 19, 2021  
 \_\_\_\_\_  
 Date

SAFEbuilt Florida, LLC  
 \_\_\_\_\_  
 Company  
 \_\_\_\_\_  
 863-977-4111  
 \_\_\_\_\_  
 Telephone Number  
 \_\_\_\_\_  
 proposals@safebuilt.com  
 \_\_\_\_\_  
 E-mail Address

**BID FORM  
IFB NO. 09-0-2021/SZ  
OUTSIDE PLAN REVIEW AND BUILDING INSPECTOR SERVICES  
SHEET 2 OF 2**

Complete for all positions for which you can provide. This will be a multiple vendor award contract.

POSITION	HOURLY RATES
Building Inspector*	\$ 90.00
Plans Examiner*	\$ 95.00
Building Official*	\$ 110.00
Fire Inspector*	\$ 110.00
Fire Examiner*	\$ 110.00
Permit Technician*	\$ 55.00

\* NOTE:

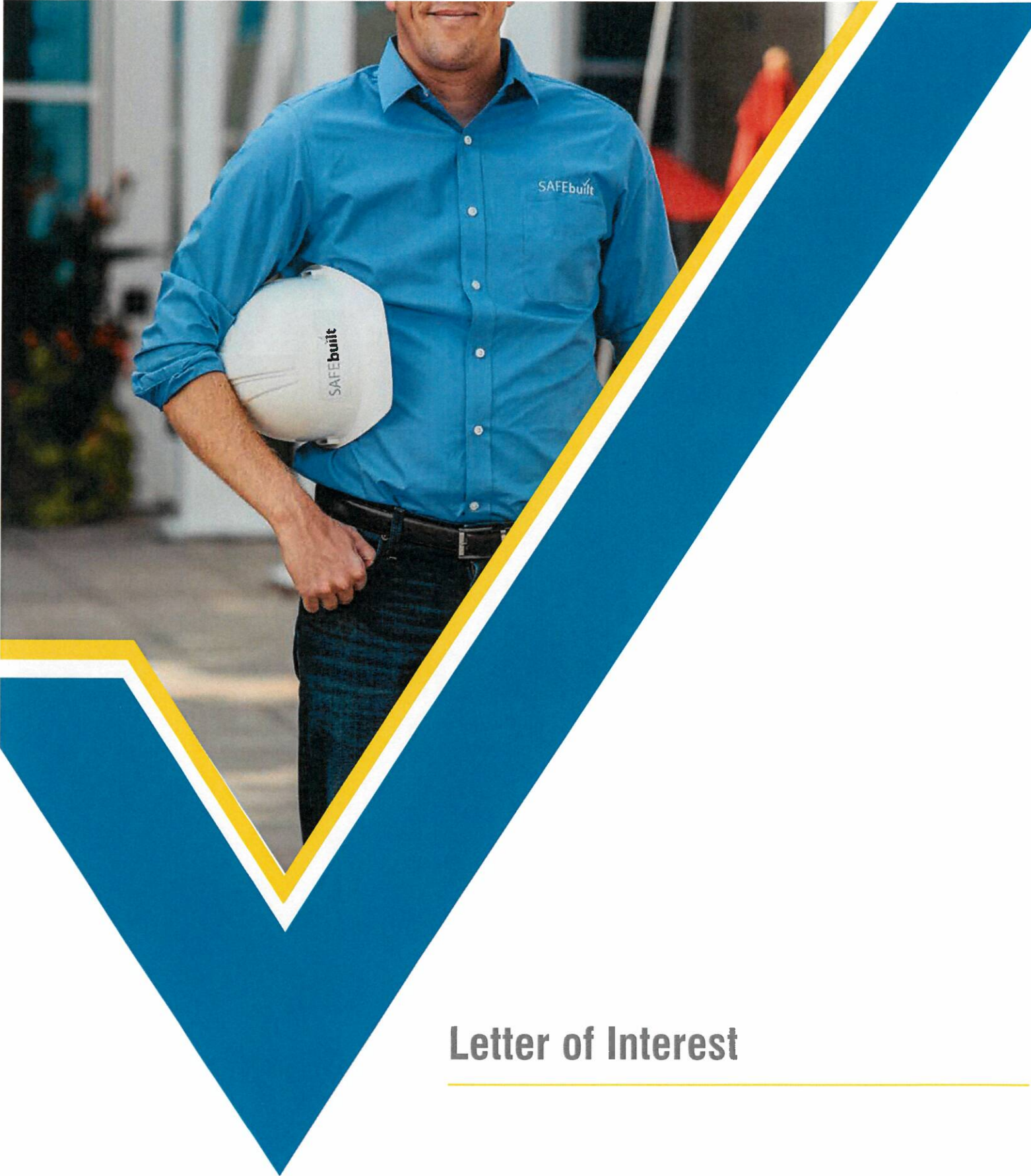
- Position as identified in the Scope of Work and Job Description (Attachment A)
- Reimbursable costs and travel shall be included in all hourly rates.

  
 \_\_\_\_\_  
 Authorized Signature  
 Matt Royer, Chief Commercial Officer

Printed Name & Title

SAFEbuilt Florida, LLC  
 \_\_\_\_\_  
 Company  
 January 19, 2021

Date



# Letter of Interest

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# Letter of Interest



January 20, 2021

Office of the Procurement Department  
Attn: Susan Ziegler  
City of Palm Bay  
120 Malabar Rd SE  
Palm Bay, FL 32907-3009

SAFEbuilt Colorado, LLC  
National Headquarters  
Address  
**3755 Precision Drive, Suite  
140 Loveland, CO 80538**  
**EIN: 84-1495507**

Dear Ms. Ziegler,

Please accept **SAFEbuilt Florida, LLC's (SAFEbuilt)** response to City of Palm Bay's (City) Invitation to Bid for Plan Review and Building Inspector Services. **SAFEbuilt** has enjoyed being one of the City's providers for these services over the past few years.

**SAFEbuilt** understands that the City is interested in contracting with responsible, qualified, and reputable firms to provide certified, trained, skilled, and experienced inspectors to perform roof inspections. Since our establishment in 1992, **SAFEbuilt** has been providing the industry in Building Departments Services to many clients nationwide.

In order to provide your community with quality services, it is essential to choose a company with demonstrated capabilities to manage Plan Review and Building Inspection Services. Our long-term experience with many Florida communities provides **SAFEbuilt** a thorough working knowledge of the requirements and expectations of the City. Our previous work highlights our technical expertise to perform these services in a timely, well-qualified, and resourceful manner. We've provided examples of our work, each similar to the size, scope, and complexity to the requirements for this contract.

The City will benefit from this collaboration by leveraging the team's experience, lessons learned, and demonstrated best practices. Utilizing these resources, the **SAFEbuilt** team can deliver a higher quality service that is tailored to the needs of the City. As an industry leader with more than 28 years experience providing Building Plan Review and Inspection Services, **SAFEbuilt** and it's staff have a wealth of knowledge in the following:

- ✓ *Building Inspection*
- ✓ *Plans Examiners*
- ✓ *Chief Building Officials*
- ✓ *Fire Inspectors*
- ✓ *Fire Plans Examiners*
- ✓ *Permit Technician*

Our proposal details our services, qualifications, and fees for delivering outstanding services to support the City. We enthusiastically present this proposal for your review and evaluation. Thank you for taking the time to assess our proposal. Robin Verse will be the main point of contact for any questions or clarifications and can be reached at 954.767.7372 or [rverse@safebuilt.com](mailto:rverse@safebuilt.com). For questions regarding this submittal, please contact [proposals@safebuilt.com](mailto:proposals@safebuilt.com).

Kind regards,

Matt Royer  
Chief Commercial Officer





## Company Background

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# Company Background

In November 1992, **SAFEbuilt** began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical and consulting services in 30 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan review for several communities in Northern Colorado, our areas of service have expanded over the past 28 years to include:

- ✓ Full Service and Supplemental Building Department Operations
- ✓ Residential and Commercial Roof Inspections
- ✓ Residential, Commercial and Industrial Plan Review
- ✓ **Building, Mechanical, Electrical, and Plumbing Inspection**
- ✓ Fire Plan Review
- ✓ Code Enforcement
- ✓ Permit Technician
- ✓ Certified Building Official
- ✓ Community Development Automation Software
- ✓ Expedited Plan Review, Inspections, and Engineering for Special Projects
- ✓ Housing Authority Inspections
- ✓ Planning and Zoning Services
- ✓ Disaster Recovery
- ✓ Arborist and Landscape Design

As a statewide and national Building Department Services provider, we deliver outstanding solutions to Florida Building Departments. We ensure the highest levels of service, professionalism and responsiveness in the industry. Our team supports and enhances your services with proven best practices, qualified personnel, innovative technology and well-established quality control practices.

During our time in business, we have built and maintained a solid and reliable reputation throughout the Building and Safety community, giving our partners—like the County—confidence in our ability to successfully deliver services. Many of our customers are very long-term clients, demonstrating both longevity in the industry and conviction that SAFEbuilt is an experienced and valued partner.



**QUALIFICATIONS, EXPERIENCE AND EXPERTISE OF EMPLOYEES**

Our team consists of skilled industry professionals who provide communities with consistent and responsive service every day. With our exceptional reputation and professional staff, our team is ideally suited to meet the County’s service goals and objectives. All are highly skilled and adept in their chosen disciplines. Through our work with other municipal clients, our staff has knowledge of all required codes and regulations, permit application processes, as well as operational, management and staffing models.

Our staff, currently serving your City, are International Code Council (ICC) certified in their respective disciplines and include Building Official, Plans Examiners, various trade Inspectors, as well as qualified and experienced Permit Technicians. We ensure to continue delivering this team with the right combination of expertise and customer services, guaranteeing your citizens receive the best levels of service.

We use best practices to meet each service requirement, managing projects effectively and efficiently. Our plans examiners and inspectors perform work for all disciplines including, but not limited to electrical, plumbing, mechanical and fire.

**Example structures and projects are listed below:**

- ✓ Hospitals
- ✓ Universities and Schools
- ✓ Single and Multi-family Dwellings
- ✓ Hotels and Resorts
- ✓ Historic Buildings
- ✓ Libraries
- ✓ Industrial
- ✓ Fire Stations
- ✓ Police Stations
- ✓ Regional Shopping Centers
- ✓ High-Rise Buildings
- ✓ Tenant Improvements

In addition to our experience, we pride ourselves on the exceptional service we deliver. Through our familiarity with the County, we understand the high level of service your residents expect. Our work with your community affords us the ability to continue delivering the same outstanding service to your citizens. Our goal is to approach each day and every relationship through embodying our core values, as shown below.



# Value Added Option

## CAPABILITIES TO RECEIVE AND PROCESS ELECTRONIC PLANS SUBMITTALS

**SAFEbuilt** strongly recommends using remote (electronic) plan review for its better time efficiency, its environmental impact benefits (e.g., paper, fuel, and carbon emissions), and its benefits to health by preventing person-to-person interaction during the pandemic. Further, with remote plan review, our capabilities to support multiple plan reviews simultaneously is unlimited. Our Team is proficient with using all of the industry standard electronic plan review systems currently available.

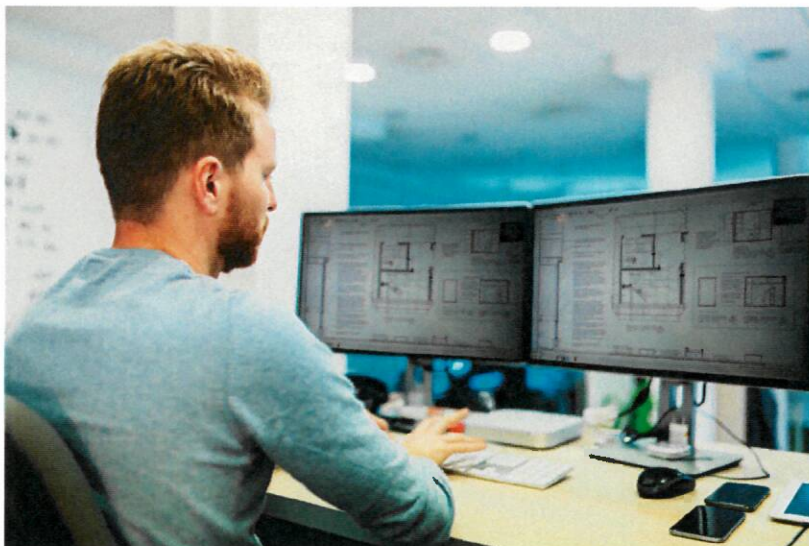
**SAFEbuilt** has locations in 30 states nationwide. In an effort to provide the City with the best and most effective service **SAFEbuilt** is proposing providing the City with Remote Plan Review Services.

### What does this mean to the City?

By providing Remote Plan Review Services **SAFEbuilt** is offering the City with the ability to have access to all our plan reviewers no matter their geographical location. **SAFEbuilt** has nearly 2,000 full-time employees nationwide with more than **300 International Code Council (ICC) / State Certified Plans Examiners** to ensure that the City's needs are not only met but exceeded.

The benefits of remote plan review include:

- Access to multi-disciplined plan reviewers. Credentialed staff are hard to find—staffing all positions necessary is financially difficult. Remote plan review provides the City with access to credentialed multi-discipline Plans Examiners across the country.
- Remote and concurrent reviews. Access to a national network of plan review staff allows for concurrent plan review across multiple time zones, speeding up review turnaround times. The outcome—clients don't complain about turnaround time delays, which essentially equal delays in development and mean delays in completing revenue-producing projects.
- Expedited plan review. National access to reviewers gives the City the ability to expedite plans (at an additional cost) through the process for clients that have short deadlines or have fallen behind schedule.
- No more complaints about turnaround times. Remote reviews have a strict workflow process that increases efficiencies to view outstanding permits and the status of each project.
- Remote access & increased transparency. Clients can conveniently submit their plans and monitor their status remotely, reducing the need to sit and wait in a building department office or wait by the phone. Clients can access the portal anytime, anywhere, without restrictions to office hours.







## CONTINUITY OF OPERATIONS DURING A PANDEMIC

**SAFEbuilt** will not allow a global pandemic to disrupt the continuity of operations for our customers. To ensure that we can continue to provide services our clients during these unprecedented times, we are taking precautions to ensure the safety of your community and the people living and working within it.

### A Proactive Approach to Work During COVID-19

As the world continues to combat the coronavirus (COVID-19) outbreak, the way we do business is changing and adapting. In response, SAFEbuilt leadership continues to work hard to keep our employees, customers, and the communities we serve safe while ensuring business continuity. To slow the spread and impact of COVID-19, SAFEbuilt implemented several safety protocols for personal interface, and we have identified many alternative approaches to deliver services remotely.

SAFEbuilt customers can take advantage of our remote capabilities during this unprecedented time to help minimize service disruptions as we possibly enter the second wave of this pandemic.





**SAFEbuilt is committed to:**

- ✓ Ongoing planning, re-examination, and re-evaluation of our processes to maintain alignment with the latest CDC guidelines
- ✓ Maximizing digital collaboration tools
- ✓ Staying engaged and connected with our customers virtually
- ✓ Keeping up-to-date with the latest changes in local and national policies and protocols


**— ENHANCED SAFETY PROTOCOLS —**

- ✓ Pre-screening customers during scheduling
- ✓ Limiting the number of people on-site during an inspection
- ✓ Encouraging the use of video calls
- ✓ Purchasing additional PPE for employee use




**— INCREASED HEALTH MEASURES —**

- ✓ Maintaining proper social distancing
- ✓ Wearing facemasks to prevent communal spread
- ✓ Cleaning and disinfecting high-touch surfaces, as recommended by the CDC
- ✓ Frequent handwashing and sanitizing




**— ENCOURAGE REMOTE INSPECTIONS —**

- ✓ Uses video technology to transmit live video feed of inspection area
- ✓ During virtual inspection the inspector directs the customer to walk through the inspection process to verify code compliance
- ✓ Video footage and photos are retained with the inspection documentation
- ✓ SAFEbuilt has conducted more than 200 remote inspections through the country



**— RECOMMEND REMOTE PLAN REVIEWS —**

- ✓ Customers can conveniently submit their plans and monitor status remotely
- ✓ Customer can access the portal anytime and anywhere without office hour restrictions or personal interface
- ✓ Offers faster turnaround time through national access to qualified plan review staff







## Similar Projects, Licenses, and Certifications

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# Similar Projects

We have performed similar projects in Florida. Below are relevant and current projects demonstrating SAFEbuilt's experience.

<p><b>City of Eustis, Florida</b></p> <p>Dedicated Building Official responsible for reviewing plans for compliance with all codes and ordinances; residential and commercial inspections to ensure construction complies with the approved specifications and plans; currently assisting the City with licensed, qualified staff to fulfill the duties of Building Official, plan review and inspection services.</p>
<p><b>City of Dunnellon, Florida</b></p> <p>Assisting City since 2004 with a Building Official responsible for performing plan review and inspections. We have become familiar with the City's processes and procedures, as well as City staff, residents and contractors. Over the years, our staff has reviewed construction drawings and inspected the new and existing construction of thousands of commercial buildings and single-family homes. Additionally, our Building Official assists with flood plain management and ISO services.</p>
<p><b>City of Treasure Island, Florida</b></p> <p>The City contacted us for assistance due to one of their inspectors being injured. After meeting with our team and being impressed with the caliber of our staff, the City was confident we could assist them with equally qualified individuals on a full-time basis. We are currently assisting the City with licensed, qualified staff to fulfill the duties of Building Official, plan review and inspection services.</p>
<p><b>County of Pinellas, Florida</b></p> <p>SAFEbuilt conducts physical inspection services for the construction of multi-family dwelling units, site, building systems, building exteriors, and common areas in accordance with all appropriate standards, including accessibility, under local, State, and Federal law. We provide:</p> <ul style="list-style-type: none"> <li>✓ Periodic inspections prior to draw requests from developer/contractors to verify validity of items on pay request</li> <li>✓ Annual (or as otherwise needed) inspections of completed rental units,</li> <li>✓ Inspection reports on an inspection form as approved by Pinellas County prior to use</li> <li>✓ A property inspection report, including a summary statement of the property's compliance, completed within one week of inspection</li> <li>✓ Follow-up inspections and corresponding reports that may be required to confirm deficiencies have been corrected and the property is compliant provided one week after the follow-up inspection</li> </ul>
<p><b>City of North Redington Beach, Florida</b></p> <p>We provide the following on-time and within budget services for the City, including:</p> <ul style="list-style-type: none"> <li>✓ Certified Building Official</li> <li>✓ Building Plan Review, including Plumbing, Mechanical, Electrical, accessibility</li> <li>✓ Next-Day Inspections</li> <li>✓ Counter Services</li> <li>✓ Plan Check Engineers</li> <li>✓ Permitting</li> <li>✓ Floodplain and CRS Services</li> <li>✓ Assist applicants in understanding regulations</li> <li>✓ Attend meetings, as required</li> </ul>



<p><b>City of St. Petersburg, Florida</b></p> <p>SAFEbuilt performs plans review and inspections for the City, including:</p> <ul style="list-style-type: none"> <li>✓ Preliminary Plan Review Consultations</li> <li>✓ Building Plan Review, including Building, Plumbing, Mechanical, and Electrical</li> <li>✓ Assist applicants in understanding regulations</li> <li>✓ Perform plan reviews of revisions to plans previously approved for permit issuance</li> <li>✓ Next-Day Inspections</li> <li>✓ Attend meetings, as required</li> </ul>
<p><b>Town of Highland Beach, Florida</b></p> <p>We perform plan review and inspection services as follows:</p> <ul style="list-style-type: none"> <li>✓ Building Official</li> <li>✓ Professional Plan Review</li> <li>✓ Building, Plumbing, Mechanical and Electrical Inspections</li> <li>✓ Residential Inspector Specialist Code Enforcement</li> <li>✓ Permit Technician/Administrative Services</li> <li>✓ SAFEbuilt Design Studio/Planning Services</li> </ul>
<p><b>University of Central Florida</b></p> <p>We perform building inspection and plan review consulting for the University of Central Florida (UCF):</p> <ul style="list-style-type: none"> <li>✓ Reduce review time on plan review</li> <li>✓ Simplify the review and inspection process and cost for small renovations</li> <li>✓ Improve communication with builders, architects, and UCF managers undertaking construction or renovation projects within UCF campuses</li> <li>✓ Help the University develop a reputation where plans review and building inspections are conducted in a fair, timely, and competent manner</li> </ul>
<p><b>Town of Palm Beach Shores, Florida</b></p> <p>We perform building official, plan review, inspection, code enforcement, and emergency response services as follows:</p> <ul style="list-style-type: none"> <li>✓ Building Official</li> <li>✓ Professional Plan Review</li> <li>✓ Building, Plumbing, Mechanical and Electrical Inspections</li> <li>✓ Residential Inspector Specialist Code Enforcement</li> <li>✓ Permit Technician/Administrative Service</li> </ul>
<p><b>Town of Melbourne Beach</b></p> <p>We perform building official services as follows:</p> <ul style="list-style-type: none"> <li>✓ Building Official</li> </ul>
<p><b>County of Indian River, Florida</b></p> <p>We perform inspection services for the County.</p>
<p><b>County of Okeechobee, Florida</b></p> <p>We perform building official, plan review, inspection, code enforcement, and emergency response services as follows:</p> <ul style="list-style-type: none"> <li>✓ Building Official</li> <li>✓ Professional Plan Review</li> <li>✓ Building, Plumbing, Mechanical and Electrical Inspections</li> <li>✓ Residential Inspector Specialist Code Enforcement</li> <li>✓ Permit Technician/Administrative Service</li> </ul>



# Certifications and Licenses

We have designated a team of multi-licensed individuals that meet the City's requirements and are known for their exceptional people skills. The assigned personnel include:

	Stone	Kajak	Bauer	Adderley	Eutsler	Keegan	Parker	Cruz-Ellis
<b>Chief Building Official</b>								
<b>Chief Building Official</b>	X	X	X	X		X		
<b>Plans Examiner</b>								
<b>Building</b>	X		X	X		X		
<b>Electrical</b>			X			X		
<b>Mechanical</b>			X	X		X		
<b>Plumbing</b>		X		X		X		
<b>Fire</b>					X	X		
<b>Inspector</b>								
<b>Building</b>	X		X	X		X		
<b>Electrical</b>			X	X		X		
<b>Mechanical</b>		X	X	X		X		
<b>Plumbing</b>		X		X		X		
<b>Fire</b>					X	X		
<b>Permit Technician</b>								
<b>Permit Technician</b>							X	X

Our team has worked and trained with multiple municipalities throughout Florida. Their experience working in the building department with municipality staff, contractors and homeowners has resulted in a level of knowledge that enables them to provide quality service with the welfare of the citizens as the principal goal.

Collectively, staff holds over fifteen different types of licenses, such as:

- **Building Code Administrators (aka Building Official)**
  - Roofing
- **Plan Examiners**
  - Building
  - Mechanical
  - Electrical (Commercial & Residential)
  - Plumbing
  - 1&2 Family
  - Fire
- **Inspectors**
  - Building
- **Certified Contractors**
  - Mechanical
  - Electrical (Commercial & Residential)
  - Plumbing
  - 1&2 Family
  - Home
  - Fire
- **Permit Technicians**

To stay current with the latest code changes, the professional team completes a minimum of sixteen (16) hours of continuing education every year. Some staff members have obtained Bachelor's degree in construction management and others have further advanced their studies by obtaining their Master's degree.



**dbpr** Florida STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BU1577 ISSUED: 11/16/2019  
BUILDING CODE ADMINISTRATOR  
STONE, JOHN MICHAEL SR

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES  
EXPIRATION DATE: NOVEMBER 30, 2021

**dbpr** Florida STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BN5210 ISSUED: 11/16/2019  
STANDARD INSPECTOR  
STONE, JOHN MICHAEL SR

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES  
EXPIRATION DATE: NOVEMBER 30, 2021

**dbpr** Florida STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

PX3111 ISSUED: 11/16/2019  
STANDARD PLANS EXAMINER  
STONE, JOHN MICHAEL SR

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES  
EXPIRATION DATE: NOVEMBER 30, 2021

**dbpr** Florida STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BN6363 ISSUED: 09/15/2019  
STANDARD INSPECTOR  
BAUER, KENNETH M

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES  
EXPIRATION DATE: NOVEMBER 30, 2021

**dbpr** Florida STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BU1920 ISSUED: 09/15/2019  
BUILDING CODE ADMINISTRATOR  
BAUER, KENNETH M

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES  
EXPIRATION DATE: NOVEMBER 30, 2021

**dbpr** Florida STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

PX3385 ISSUED: 09/15/2019  
STANDARD PLANS EXAMINER  
BAUER, KENNETH M

\_\_\_\_\_  
Signature  
LICENSED UNDER CHAPTER 468, FLORIDA STATUTES  
EXPIRATION DATE: NOVEMBER 30, 2021



Licensee Information	
Name:	<b>KAJAK, JOSEPH JR</b> (Primary Name)
License Information	
License Type:	<b>Building Code Administrator</b>
Rank:	<b>Building Code A</b>
License Number:	<b>BU420</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>05/05/1994</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	
	<b>Qualification Effective</b>
	<b>Standard</b>

Licensee Information	
Name:	<b>KAJAK, JOSEPH JR</b> (Primary Name)
License Information	
License Type:	<b>Standard Plans Examiner</b>
Rank:	<b>Plans Examiner</b>
License Number:	<b>PX534</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>05/05/1994</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	
	<b>Qualification Effective</b>
	<b>Plumbing</b>

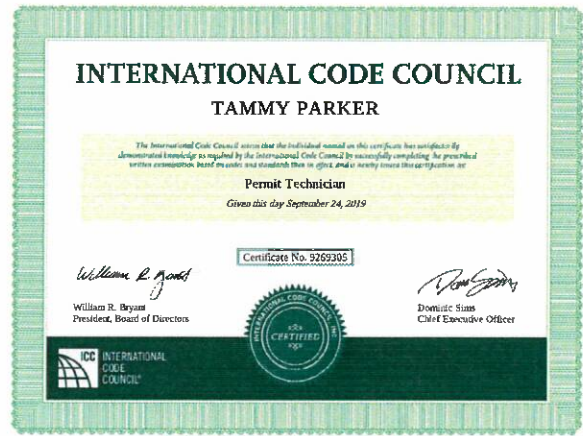
Licensee Information	
Name:	<b>KAJAK, JOSEPH JR</b> (Primary Name)
License Information	
License Type:	<b>Standard Inspector</b>
Rank:	<b>Inspector</b>
License Number:	<b>BN1217</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>05/05/1994</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	
	<b>Qualification Effective</b>
	<b>Mechanical</b>
	<b>Plumbing</b>

Licensee Information	
Name:	<b>ADDERLEY, JAMES MCKIVER</b>
License Information	
License Type:	<b>Standard Inspector</b>
Rank:	<b>Inspector</b>
License Number:	<b>BN757</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>04/12/1994</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	
	<b>Qualification Effective</b>
	<b>Building</b>
	<b>Commercial Electric</b>
	<b>Mechanical</b>
	<b>Plumbing</b>
	<b>Residential Electric</b>

Licensee Information	
Name:	<b>ADDERLEY, JAMES MCKIVER</b>
License Information	
License Type:	<b>Standard Plans Examiner</b>
Rank:	<b>Plans Examiner</b>
License Number:	<b>PX105</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>03/15/1994</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	
	<b>Qualification Effective</b>
	<b>Building</b>
	<b>Mechanical</b>
	<b>Plumbing</b>
	<b>01/04/2008</b>

Licensee Information	
Name:	<b>ADDERLEY, JAMES MCKIVER</b>
License Information	
License Type:	<b>Building Code Administrator</b>
Rank:	<b>Building Code A</b>
License Number:	<b>BU732</b>
Status:	<b>Current,Active</b>
Licensure Date:	<b>05/08/1995</b>
Expires:	<b>11/30/2021</b>
Special Qualifications	
	<b>Qualification Effective</b>
	<b>Standard</b>







### REFERENCES

Bidder shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.


1. Company Name Melbourne Beach, Florida  
 Contact Name and Title Elizabeth Mascaro, Town Manager  
 Address 507 Ocean Ave., Melbourne Beach, Florida 32951  
 Phone Number 321.724.5860 E-Mail Address Finance@melbournebeachfl.org  
 Length of contract or business relationship: Start Date 2016 End date Current  
 Contract Value \$ 150,000.00  
 Description of work provided on this contract Building Official, Inspection, and Plan Review Services
  
2. Company Name County of Okeechobee, Florida  
 Contact Name and Title Bill Royce, Community Development Director  
 Address 304 NW 2nd Street, Okeechobee, Florida 34972  
 Phone Number (863) 763-5548 ext. 3070 E-Mail Address broyce@co.okeechobee.fl.us  
 Length of contract or business relationship: Start Date 12/2016 End date 12/2022  
 Contract Value \$ 600,000.00  
 Description of work provided on this contract Building Official, Inspection, Plan Review, Residential Inspector Specialist Code Enforcement, Permit Technician/Administrative Service
  
3. Company Name Indian River County, Florida  
 Contact Name and Title Scott McAdams, Building Official Community Development  
 Address 1801 27th Street, Vero Beach 32960-3388  
 Phone Number (772) 226-1268 E-Mail Address smcadam@ircgov.com  
 Length of contract or business relationship: Start Date 10/2017 End date 10/2021  
 Contract Value \$ 75,000.00  
 Description of work provided on this contract On-Call Inspection Services

**IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE  
 \_\_\_\_\_  
 SAFEbuilt Florida, LLC  
 \_\_\_\_\_  
 COMPANY  
 \_\_\_\_\_  
 January 19, 2021  
 \_\_\_\_\_  
 DATE

**CITY OF PALM BAY  
 BIDDER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT  
 IFB #09-0-2021  
 PLAN REVIEW AND BUILDING INSPECTOR SERVICES:**

**STANDARD INSURANCE REQUIREMENTS**

Before starting and until acceptance of the work by the City, the Awarded Bidder shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts:

The Certificate of insurance shall be made to the City of Palm Bay, 120 Malabar Rd. SE, Palm Bay FL 32907 and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the City of Palm Bay.

Minimum coverage with limits and provisions are as follows:

- A. **Commercial General Liability:** The Successful Bidder shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 annual aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, and contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured. The policy of insurance shall be written on an "occurrence" form.
- B. **Business Automobile:** Successful Bidder shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
  - Owned Automobiles
  - Hired Automobiles
  - Non-Owned Automobiles
- C. **Umbrella/ Excess Liability:** Successful Bidder shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. **\*This coverage is optional if Successful Bidder has \$2,000,000 General Aggregate under the Commercial General Liability Policy.**
- D. **Workers' Compensation:** The Successful Bidder shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. **Exemption certificates to this requirement are not acceptable.** **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers' Liability insurance with limits of no less than:
  - Each Accident \$ 100,000.00
  - Disease – Policy Limit \$ 500,000.00
  - Disease – Each Employee \$ 100,000.00




- E. **Professional Liability Insurance or Errors and Omissions Insurance:** Successful Bidder shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of \$1,000,000.00 aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to exceed \$5,000.00 for each claim. Consultant represents it is financially responsible for the deductible amount.

Successful Bidder shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

**Other Insurance Provisions:** The City of Palm Bay is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Bidder to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Bidder to ensure that all subcontractors comply with the same insurance requirements spelled out above. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

  
 \_\_\_\_\_  
 AUTHORIZED SIGNATURE  
 \_\_\_\_\_  
 SAFEbuilt Florida, LLC  
 \_\_\_\_\_  
 Company Name  
 \_\_\_\_\_  
 January 19, 2021  
 \_\_\_\_\_  
 Date


\_\_\_\_\_ Matt Royer, Chief Commercial Officer  
 \_\_\_\_\_ Printed Name and Title  
 \_\_\_\_\_ 863-977-4111  
 \_\_\_\_\_ Telephone Number  
 \_\_\_\_\_ proposals@safebuilt.com  
 \_\_\_\_\_ E-mail address

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF BREVARD  
Matt Royer


being duly sworn, deposes and says that:

- (1) He/she is Chief Commercial Officer of SAFEbuilt Florida, LLC,  
Title Firm/Company  
the Bidder that has submitted the attached Bid.
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither the said Bidder nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed)	
	<u>Chief Commercial Officer</u> (Title)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 22nd day of January, 2021 (year) by Matt Royer, who is personally known to me or who has produced as identification and who did (did not) take an oath.

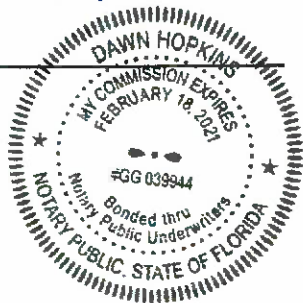
  
Dawn Hopkins

(Signature of Notary Public)

(Name of Notary, typed, printed or stamped)

(Serial Number)

(Notary's Seal)



# TOWN OF MALABAR

## COUNCIL MEETING

### Agenda Item 6.a

Meeting Date: April 19<sup>th</sup>, 2021

Prepared By: Lisa Morrell, Interim Town Manager on April 19<sup>th</sup>, 2021.

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**SUBJECT: Town Manager Report for April 19<sup>th</sup>, 2021 Council Meeting**

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#### **Hunter Lane Paving**

April 7, Goodson Paving reports their Estimator “hasn’t had a chance to start on it but he should be able to get it in the work pretty soon.” ITM sent a follow-up communication on 4/15, awaiting response.

#### **SAI Update**

SAI is refining the Malabar model based on their internal QC and plan to get a revised model simulation performed by the end of the week, 4/15. Meeting tentative 4/21 or 4/22 to discuss the modeling areas and prepare for a council presentation in May by SAI for the project.

#### **Park Playground**

Public Works refreshed the play-safe wood chips for the playground area on 4/14.

Playground survey is complete with 41 respondents. The overwhelming compliment was thankful for the community input and improvement of our playground and park. A delineated theme was not clear but thankful the resource will be replaced and available for use.

#### **NDPES Reporting**

ITM Morrell exporting from data sources to comply with the Towns’ MS4 Phase II Cycle reporting with Brevard County for the NDPES 2018 issued permit. The report is data rich in reporting and documenting all construction and building permits, inspections, enforcement, site plan review, program compliance and notice, outreach education, solid and hazardous waste, sediment and nutrient removal from ditching and swale maintenance, inspection of culverts and conveyance systems, and stormwater asset reporting.

#### **Zoning Map**

TC Franklin inputted and uploaded of all parcels to include current zoning, future zoning, and future land use codes per ITM Morrell’s data framework and AICP compliant color codes for an online and dynamic zoning and land use map as a town wide resource. The map is published for internal use and is currently being reviewed for quality assurance.

#### **Waste Management Renewal**

ITM is awaiting contract term renewal computations from Waste Management per the terms of the contract at a renewal period. WM Manager states their team is running behind, expects by weekend of April 23<sup>rd</sup>.

#### **Forms Updated**

The Building Permit Application has been updated to reflect new codes and is now fillable online. Additionally, the 13-page Culvert Building Application has been condensed to 2 pages and fillable online form, and the Town’s Employment Application has been updated to fillable and includes FSS and Dept. of Labor requirements. Other forms and packets are in review and update for fillable form and online availability as time permits.

Pre-Employment screening services for new employees and volunteer fire firefighters is in process to be performed at Health First Advent Health Centra Care on Malabar Road. Staff is also coordinating this location for worker’s comp injuries or urgent care services with FMIT, the town’s insurer.

# March 2021 Public Works Report

## Equipment Update

- Equipment Serviced in March
  - Replaced Bearing and Axe Head on John Deere Slope Mower Flail
  - Repaired on Trailer #2
  - PW Directors Dakota Repaired steering and brakes.
- Ford F-250 out for new tires 3/24 – 3/26

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

## Miscellaneous Jobs

- Maintenance at Malabar Community Park
  - Repaired gate
  - Repaired sign
  - Repaired fence
- Set up/breakdown of SpringFest
- North Corey Road Rehabilitation
  - Extended 400' North
  - 3/29-3/31 Base rock laid.
  - Rented, used, and returned roller for project.
- Repaired washout on Rocky Point Road
- Swap slope mower heads
- Pick up and replace signs and sign posts.
- Replace Mailbox

## Mowing & Weed Eating Checklist March 2021

### Park Utilities

Sanitation	3-5	3-12	3-19	3-26
Soccer Field	3-5	3-15		
Baseball Field	3-5	3-15		
Drag Infield	3-5	3-15		

### Town Property

Malabar Park	3-2	3-17		
Fire Department		3-17		
Disc Park				
Trail Park				3-31
Eschenberg Park				
Huggins Park				
Public Works Yard				
Marie St. Yard	3-8			
Town Hall/ S. RR Ave				

### Town ROWs

Rocky Point Rd North & South	3-9			
Briar Creek Blvd & Bridge	3-9			
Corey Rd North End	3-10			
Marie St South East Side				
Marie St North West To Johnsnton				
Glatter Rd @ Malabar Rd				
Glatter Rd East to RR				
Data Managment	3-9			
Marie St Trail North and South Side	3-10			
Quaterman & Atz Rd	3-10			
Booth & Lette Intersection North		3-15		
Richard Rd Tillman Canal	3-11			

### Bus Stops

Atz & Corey	3-11			
Weber & Old Mission	3-10			
Lacourt & Hall	3-11			
LaCourt & Atz				
Hall & Corey	3-11			

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

Corey & Hall	3-11			
Corey & Atz	3-11			
Weber & Hall	3-11			
Weber & Atz	3-11			



Road Grading			Month: March 2021		
Road Name	Date	Machine Used	Loads	Materials	Comments
Marshall Lane	3/1	Box Blade			
Marie Street North	3/1	Box Blade			
Johnston Ave	3/1	Box Blade			
Marie Street South	3/1	Box Blade			
McCain Lane North & South	3/1	Box Blade			
Howell Lane North & South	3/1	Box Blade			
Rivet Lane	3/2	Box Blade			
Appleby Lane North & South	3/2	Box Blade			
Ivey Lane	3/2	Box Blade			
Oakridge Lane North & South	3/2	Box Blade			
Linrose Lane North	3/2	Box Blade			
Linrose Lane South	3/3	Box Blade			
Arnold Lane	3/3	Box Blade			
Quarterman Lane	3/3	Box Blade			
Duncil Lane North & South	3/3	Box Blade			
Isasa Lane	3/3	Box Blade			
Fins Lane	3/4	Box Blade			
Raulerson Lane	3/4	Box Blade			
Wilson Lane	3/4	Box Blade			
Flashy Lane	3/4	Box Blade			
Cason Lane	3/4	Box Blade			
Kelly Lane	3/4	Box Blade			

Waring Lane North	3/4	Box Blade			
Sandhill Trail Parking Lot	3/4	Box Blade			
Centre Street	3/8	Box Blade			
Garden Street	3/8	Box Blade			
Pine Street	3/8	Box Blade			
Malabar Community Park	3/10	Box Blade			
Wilson Lane	3/10	Box Blade			
Gilmore Street	3/10	Box Blade			
Sandy Creek Lane	3/10	Box Blade			
Richards Lane	3/10	Box Blade			
Beran Lane	3/11	Box Blade			
Hardway Lane	3/11	Box Blade			
Reese Lane	3/11	Box Blade			
Reble Lane	3/11	Box Blade			
Waring Lane South	3/11	Box Blade			
MacDonald Lane	3/11	Box Blade			
Matthews Lane	3/11	Box Blade			
Candy Lane	3/12	Box Blade			
Hunter Lane North & South	3/12	Box Blade			
Billie Lane	3/12	Box Blade			
Moss Rose Ave	3/12	Box Blade			
Deleware Ave.	3/12	Box Blade			
Kramer Lane	3/12	Box Blade			
Leghorn Road	3/15	Box Blade			

Osage Street	3/15	Box Blade			
Prosperity Lane	3/15	Box Blade			
Lett Lane	3/15	Box Blade			
Malabar Community Park	3/18	Box Blade			
McCain Lane North & South	3/18	Box Blade			
Howell Lane North & South	3/18	Box Blade			
Rivet Lane	3/18	Box Blade			
Appleby Lane North & South	3/24	Box Blade			
Ivey Lane	3/24	Box Blade			
Oakridge Lane North & South	3/24	Box Blade			
Linrose Lane North & South	3/24	Box Blade			
Fins Lane	3/25	Box Blade			
Quarterman Lane	3/25	Box Blade			
Duncil Lane North & South	3/25	Box Blade			
Isasa Lane	3/25	Box Blade			
Raulerson Lane	3/25	Box Blade			
Wilson Lane	3/25	Box Blade			
Flashy Lane	3/25	Box Blade			
Richards Lane	3/25	Box Blade			
Cason Lane	3/25	Box Blade			
<b>TOTALS</b>	<b>12 Days</b>	<b>1 Machine</b>	<b>77 Roads Serviced</b>		

## Slope Mowing / Flat Mowing Month of: March 2021

Date	Road Name	Ditch Side (N, S, E, W)	Grass	Brush	Ditcher	Map #
3-10-2021	Huggins Drive	North		X		
3-10-2021	Kelly Lane	East		X		
3-10-2021	Hard Lane	East/West		X		
3-10-2021	Cason Lane	West		X		
3-11-2021	Cason Lane	East		X		
3-11 / 3-16	Weber Road south of Atz Road	East/West		X		
3-16-2021	Reese Lane	North/South		X		
3-16-2021	Reble Lane	East/West		X		
3-16-2021	Old Mission Lane	North/South		X		
3-18-2021	Hard Way Lane	East/West		X		
3-18	Beran Lane	East/West		X		
3-19-2021	Malabar Community Park Blvd	East/West	X	X		
3-22-2021	Beran Lane	East/West		X		
3-22-2021	Old Mission Lane	North/South		X		
3-22-2021	Weber Road south of Old Mission	East/West		X		
3-22-2021	Raulerson Lane	East/West		X		
3-29-2021	Booth Lane	South		X		
3-29-2021	Lett Lane	East/West		X		
3-30-2021	Prosperity Lane	East/West		X		
3-30-2021	Osage Street	North/South		X		

**Totals: 12 Days of Work ;21 Roads Completed; 2 Machine used**

Ditch Cleaning				Month: March 2021			
Road Name	Date	Start Location	End Location	Side of Road	Loads	Yards	Comments
Country Cove Circle	3/8			South	1	15	Stopped by residents
Huggins Drive	3/23	US 1	End of Road	North	5	75	Completed
<b>Totals</b>	<b>2 Work Day</b>				<b>6 Loads</b>	<b>90 Yards</b>	

# TOWN OF MALABAR

## COUNCIL MEETING

AENDA ITEM NO: 10.a.

Meeting Date: April 19, 2021

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

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**SUBJECT: Ordinance 2021-03 Updating the regulatory provisions to reflect changes in standards previously adopted regarding culverts in Article VIII Surface Water Management.**

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**BACKGROUND/HISTORY:**

This was brought to the Planning and Zoning board by ITM Lisa to update our Code to reflect the current requirements.

This will be legally advertised for a public hearing at the May 3, 2021 meeting and then will be sent to Municode for codification.

It is the ITM recommendation that staff annually review provisions in the Code to ensure it is kept current and relevant.

**ATTACHMENTS:**

Agenda Report prepared by ITM Lisa for the P&Z Board meeting of March 24, 2021

Ord 2021-03

FDOT Standards for Mitered end sections of culvert placement

Memo 21-BDM-012 with recommendation

**ACTION OPTIONS:**

Action on first reading of Ord 2021-03

# TOWN OF MALABAR

## Planning and Zoning Board

**AGENDA ITEM NO: 7.a**  
**Meeting Date: March 24, 2021**

**Prepared By: Lisa Morrell, Interim Town Manager**

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**SUBJECT: Textual Amendment – Code of Ordinance, Land Development Code, Article VIII – Surface Water Management**

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### **BACKGROUND/HISTORY:**

The surface water management regulatory provisions within sections of Town of Malabar Code of Ordinance need to be updated to reflect changes in standards previously adopted and minor wording as recommended by Town Staff and Town Engineer of Article VIII – Surface Water Management, last revised May 4, 2009 recorded in Ordinance 2009-21.

Index of requested textual review and revisions:

Article VIII Section	Item:	Text
1-8.4 Definitions	Elevation	North American Vertical Datum of 1988 (NAVD 88)
1-8.4 Definitions	North American Vertical Datum of 1988 (NAVD 88)	The North American Vertical Datum of 1988 (NAVD 88) is the vertical control datum established in 1991 by the minimum-constraint adjustment of the Canadian-Mexican-United States leveling observations
1-8.8	11.b	NAVD 1988
1-8.14	A.	NAVD 1988
1-8.14	E.	Add numeration (3'x8'), (5'x10')
1-8.14	G.	2021 FDOT Design Standards Index 430 and turnouts per 2021 FDOT Index 515, or current adopted design standard.
1-8.16	3 Paragraph	Insert numeration (12"x12") "deep footer"

FDOT Design Standards are updated annually.

NOAA's National Geodetic Survey is developing a new standard coming 2022, NAVD 2022.

The entire Article VIII is included with changes: strikethrough for removal of text, underlined text is proposed.

### **ATTACHMENTS:**

Code of Ordinances, Land Development Code, Article VIII – Surface Water Management.PDF

### **ACTION OPTIONS:**

Motion to approve textual changes and referenced standard updates with advisory recommendation to the next Regular Town Council Meeting for consideration by the Town Council.

**ORDINANCE 2021-03**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING ARTICLE VIII OF THE MALBAR LAND DEVELOPMENT CODE; AMENDING SECTIONS 1-8.4 DEFINITIONS; AMENDING SECTION 1-8.8 ITEM 11b; AMENDING SECTION 1-8.14 ITEMS A, E & G; AMENDING SECTION 1-8.16 PARAGRAPH 3; PROVIDING UPDATED REQUIREMENTS FOR SURFACE WATER MANAGEMENT IN MALABAR; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE.

**WHEREAS**, In order to improve the drainage structures maintenance process and increase conformity with the requirements of the NPDES permit, the Town Council desires to provide minimum requirements for end walls when culvert pipes are newly installed or replaced.

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

**SECTION 1.** Article VIII SECTION 1-8.4 Definitions. of the Town Land Development Code is hereby amended to read as follows:

...

"Elevation: Height in feet expressed in relation to mean sea level and referenced to the ~~National Geodetic Vertical Datum (NGVD)~~ North American Vertical Datum (NAVD88)"

...

~~"National Geodetic Vertical Datum (NGVD)~~ North American Vertical Datum 88 (NAVD 88):  
As corrected in ~~1929~~ 1991 is a vertical control used as a reference for establishing varying elevations within a floodplain by the minimum-constraint adjustment of the Canadian-Mexican-United States leveling observations."

**SECTION 2.** ARTICLE VIII SECTION 1-8.8 ITEM 11.b of the Town Land Development Code is hereby amended to read as follows:

...

"One or more elevation benchmarks must be established and indicated on the plat. Said elevations must be referenced to the ~~NGVD (1929)~~ NAVD 88 and shall be calculated to within 0.1 feet."

**SECTION 3.** ARTICLE VIII SECTION 1-8.14 ITEM A of the Town Land Development Code is hereby amended to read as follows:



...

“Existing elevations referenced to ~~4929-NGVD~~ NAVD 1988 (citing benchmarks used) along the existing ditch; at inverts of nearest upstream and downstream culverts; managements system or by the receiving waters relative to flooding, erosion hazards, or water quality and quantity.”

**SECTION 4. ARTICLE VIII SECTION 1-8.14 ITEM E of the Town Land Development Code is hereby amended to read as follows:**

...

“Proposed driveway flares (either three-foot x eight-foot (3'x8') or five-foot x ten-foot (5'x10')):

**SECTION 5. ARTICLE VIII SECTION 1/8.14 ITEM G of the Town Land Development Code is hereby amended to read as follows:**

...

“Proposed type of endwall treatment. All endwalls for pipe culverts where the diameter is less than thirty (30) inched located in residential areas and located on lanes and/or minor and major collector roadways shall be mitered and comply with the ~~2008 FDOT Design Standards Index 273 and turnouts per 2008 FDOT Index 515~~ 2021 FDOT Design Standards Index 430 and turnouts per 2021 FDOT Index 515, or current adopted design standards.”

**SECTION 6. ARTICLE VIII SECTION 1-8.16 PARAGRAPH THREE of the Town Land Development Code is hereby amended to read as follows:**

...

“Where a concrete driveway meets an existing paved roadway, a twelve-inch wide by twelve-inch (12"x12") deep footer shall be used at the roadway.”

**SECTION 7. Severability.** If any provisions of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional, such invalid or unconstitutional portion shall be deemed a separate, distinct, and independent provision, and such holding shall

not affect the validity of the other portions of this ordinance, provided the remaining portions effectuate the purpose and intent of this ordinance.

**SECTION 8. Conflicting Provisions.** In the case of a direct conflict between any provisions of this ordinance and a portion or provision of any other appropriate federal, state, or town law, rule, code, or regulations, the more restrictive shall apply.

**SECTION 9. Inclusion in Code.** It is intention of the Town Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the Town of Malabar.

**SECTION 7. 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 Danny White \_\_\_\_\_

This ordinance was then declared duly passed and adopted this 3rd day of May 2021.

**TOWN OF MALABAR**

\_\_\_\_\_  
Mayor Patrick T. Reilly, Council Chair

**ATTEST:**

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

(seal)

Approved for Legal Sufficiency:

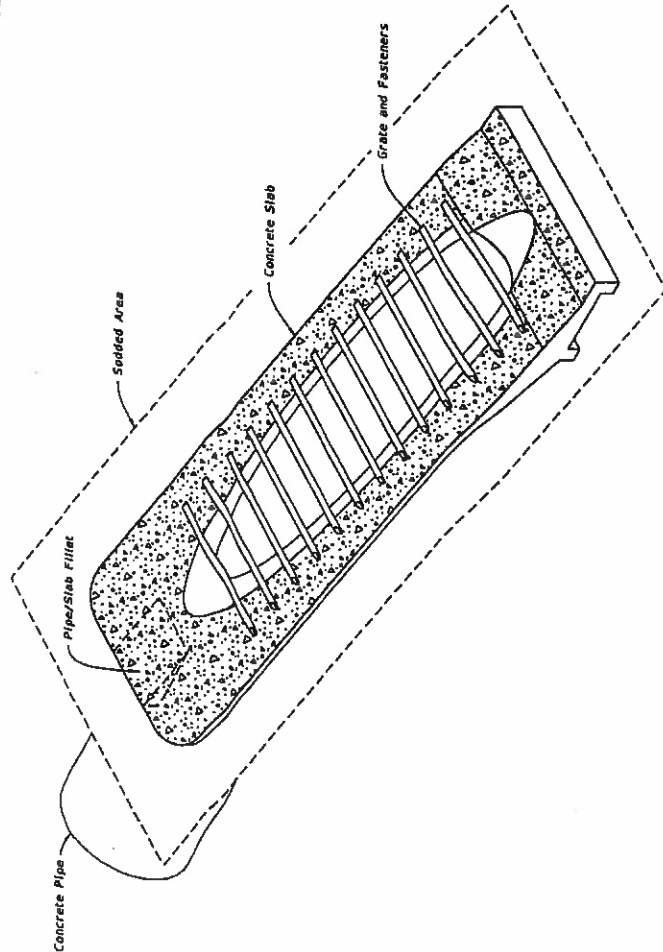
\_\_\_\_\_  
Karl Bohne, Jr, Town Attorney

First Reading: 04/19/2021

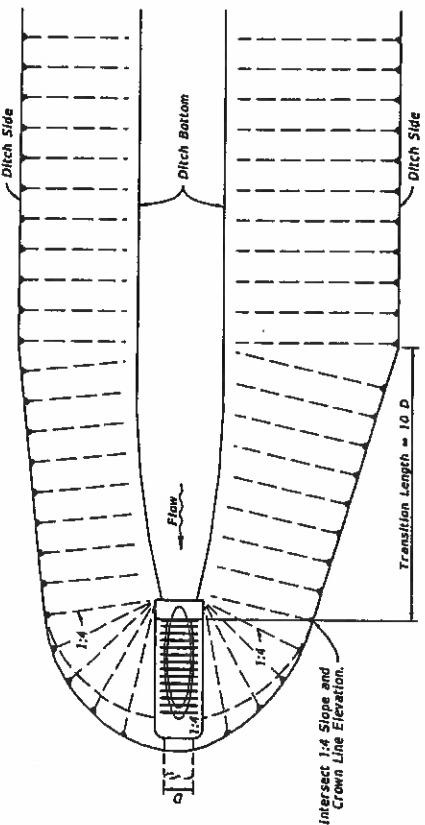
Vote: to .

**GENERAL NOTES:**

- Unless otherwise designated in the plans, concrete pipe mitered end sections may be used with any type of side drain pipe; corrugated steel pipe mitered end sections may be used with any type of side drain pipe except aluminum pipe; and, corrugated aluminum mitered end sections may be used with any type of side drain pipe except steel pipe. When aluminum coated metal pipe is specified for side drain pipe, construct the mitered end sections with like pipe or concrete pipe. When the mitered end section pipe is dissimilar to the side drain pipe, construct a concrete jacket in accordance with Index 430-001.
- Use either corrugated metal or concrete mitered end sections for corrugated polyethylene pipe (HDPE), polyvinyl-chloride pipe (PVC), steel reinforced polyethylene pipe (SRPE), and polypropylene pipe (PP). When used in conjunction with corrugated mitered end sections, make connection using either a formed metal band specifically designated to join HDPE, PVC, SRPE, or PVC pipe. When used in conjunction with a concrete mitered end section, construct concrete jacket in accordance with Index 430-001.
- Use class NS concrete cast-in-place reinforced slabs for all cross drain pipes.
- Select lengths of concrete pipe that avoid excessive connections in the assembly of the mitered end section.
- Repair corrugated metal pipe galvanizing that is damaged during beveling and perforating.
- When existing multiple side drain pipes are spaced other than the dimensions shown in this Index, have nonparallel axes, or non-uniform sections, either construct the mitered end sections separately as single pipe or collectively as multiple pipe end sections as directed by the Engineer.
- Saddle Slope:**  
 1:4 Miter - Slope to  $\frac{1}{2}$  of pipe for round pipes less than or equal to 18" diameter and 1:1 for round pipes greater than or equal to 24" diameter.  
 Slope to the major axis for elliptical pipes 24"x36" or smaller and 1:2 for pipes 29"x45" or larger.  
 Slope to the span line for pipe arch 26"x20" or smaller and 1:2 for pipe arch 35"x24" or larger.  
 1:2 Miter - Slope to  $\frac{1}{2}$  of pipe for round pipes less than or equal to 18" diameter and 1:2 for round pipes greater than or equal to 24" diameter.  
 Slope to the major axis for elliptical pipes 29"x45" or smaller and 1:1 for pipes 34"x53" or larger.  
 Slope 1:1 for all pipe arch sizes.
- Quantities shown are for estimating purposes only.



**SIDEDRAIN MITERED END SECTION**  
(Concrete Pipe Shown, Corrugated Metal Pipe Similar)



**DITCH TRANSITION**

**TABLE OF CONTENTS:**

Sheet	Description
1	General Notes and Contents
2	Single and Multiple Concrete Pipe
3	Concrete Pipe Dimensions and Quantities and Permissible Placement Modifications
4	Single and Multiple Corrugated Metal Pipe
5	Corrugated Metal Dimensions and Quantities
6	Concrete Pipe Connection and Corrugated Metal Pipe Anchor Details
7	Fastener Unit and Grate Details

LAST REVISION  
11/01/19

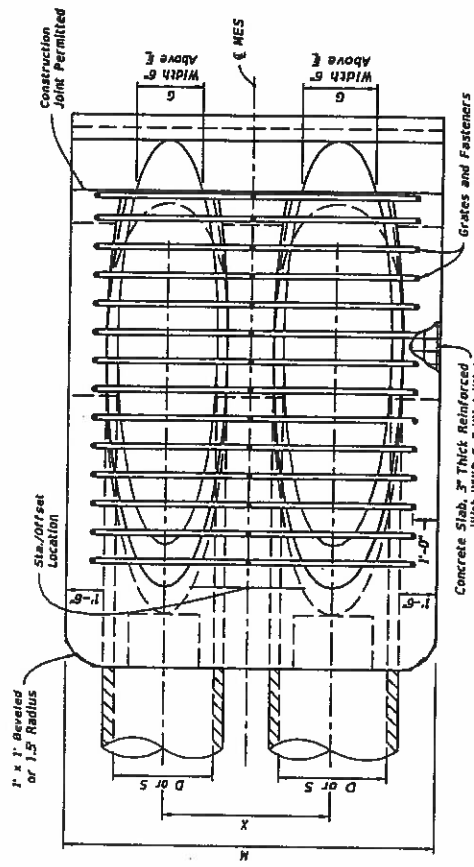


FY 2021-22  
STANDARD PLANS

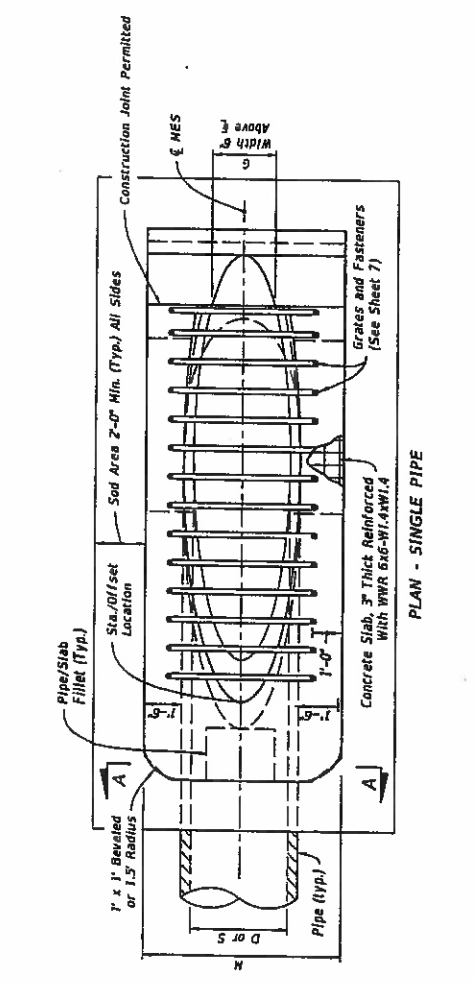
**SIDE DRAIN MITERED END SECTION**

INDEX  
430-022

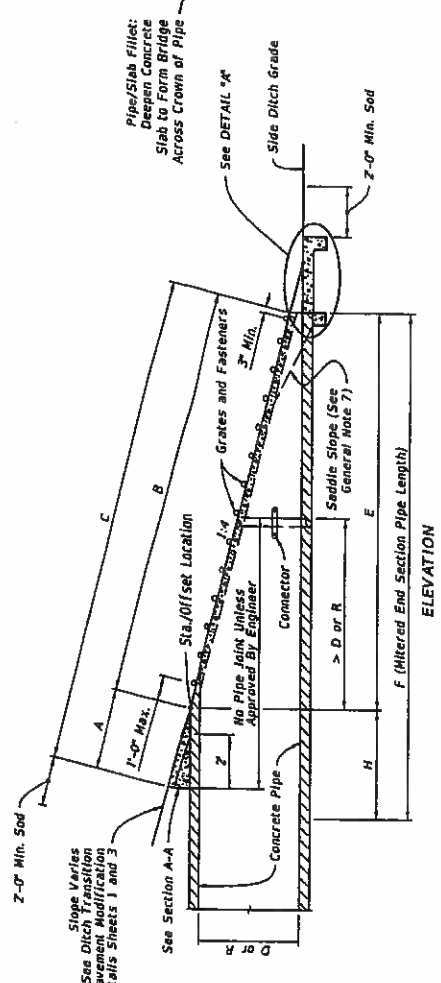
SHEET  
1 of 7



PLAN - SINGLE PIPE



PLAN - MULTIPLE PIPE



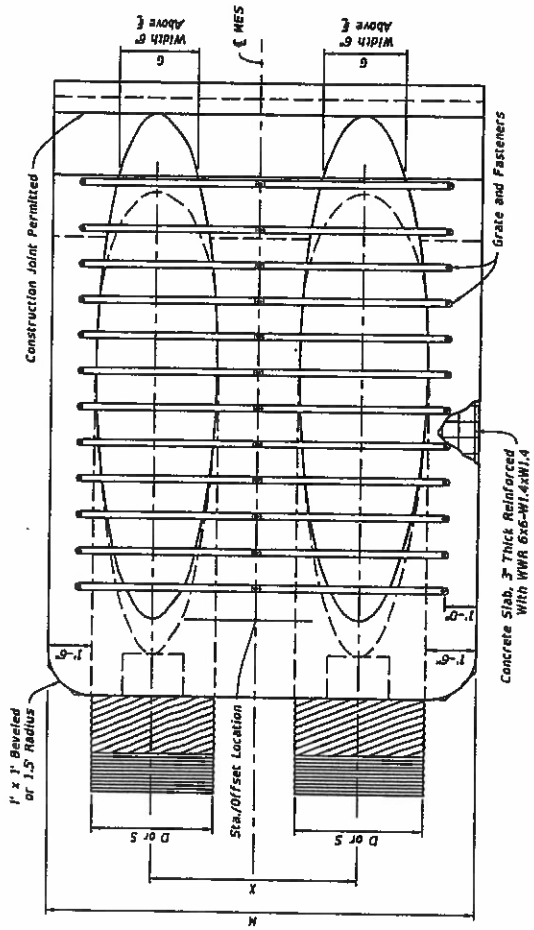
SECTION A-A  
(Pipe/Slab Fillet)

DETAIL \*A\*

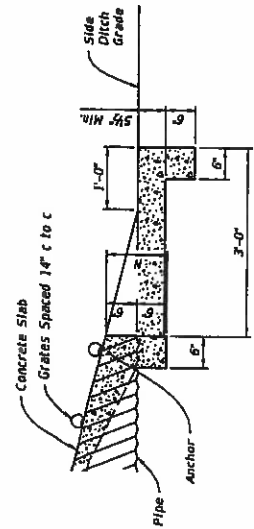
ROUND CONCRETE PIPE  
(Elliptical Pipe Similar)

DESCRIPTION:		SINGLE AND MULTIPLE CONCRETE PIPE	
LAST REVISION		INDEX	SHEET
11/01/18		430-022	2 of 7
STANDARD PLANS		SIDE DRAIN MITERED END SECTION	
FOOT			
FY 2021-22			

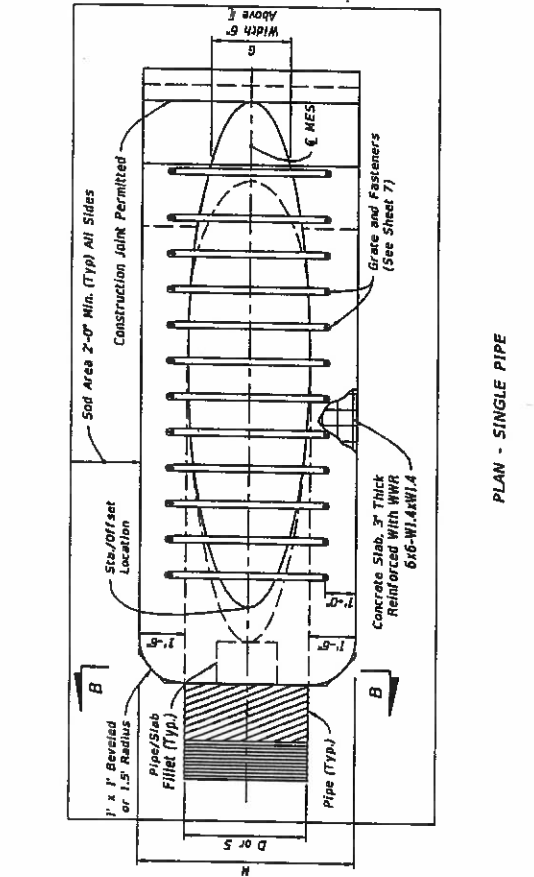




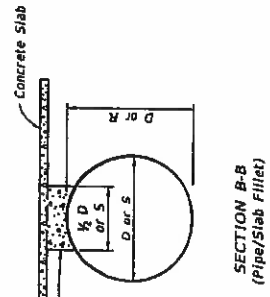
PLAN - MULTIPLE PIPE



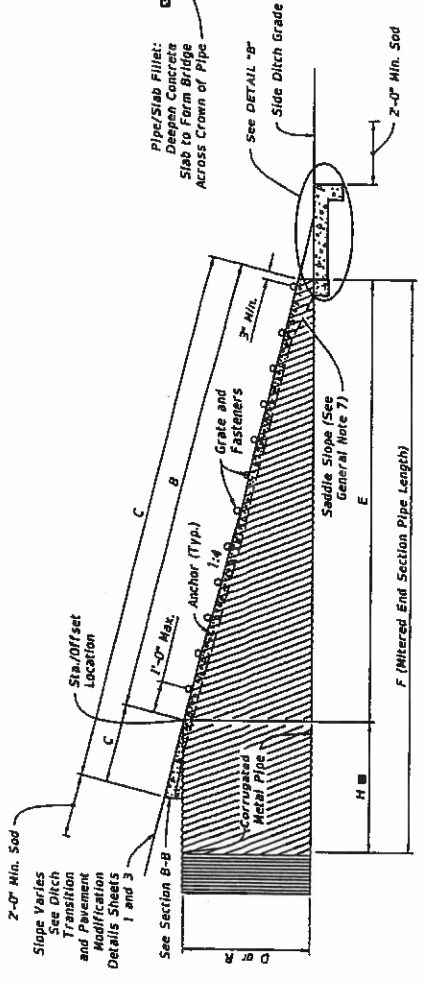
DETAIL "B"



PLAN - SINGLE PIPE



SECTION B-B  
(Pipe/Slab Fillet)



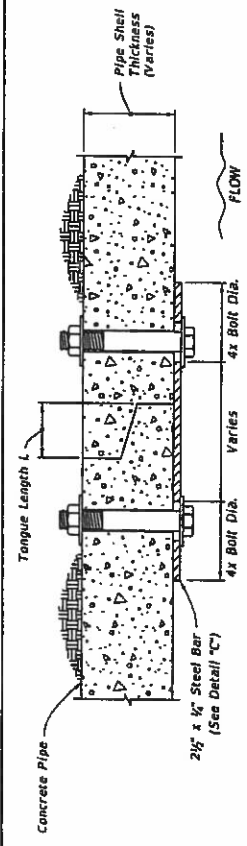
ELEVATION

ROUND CORRUGATED PIPE  
(Arched Pipe Similar)

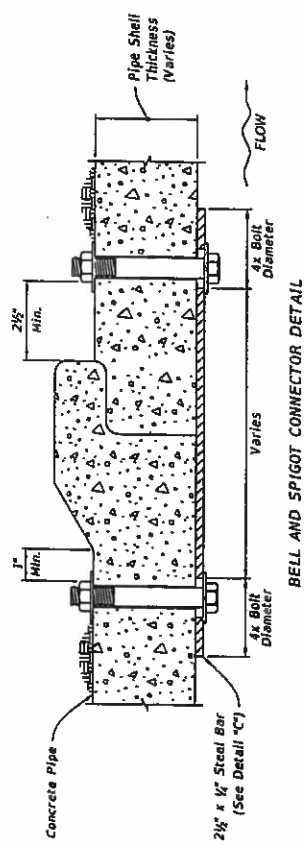
DESCRIPTION:		SINGLE AND MULTIPLE CORRUGATED METAL PIPE	
LAST REVISION 11/01/19		INDEX	SHEET
		430-022	4 of 7
FY 2021-22 STANDARD PLANS		SIDE DRAIN MITERED END SECTION	



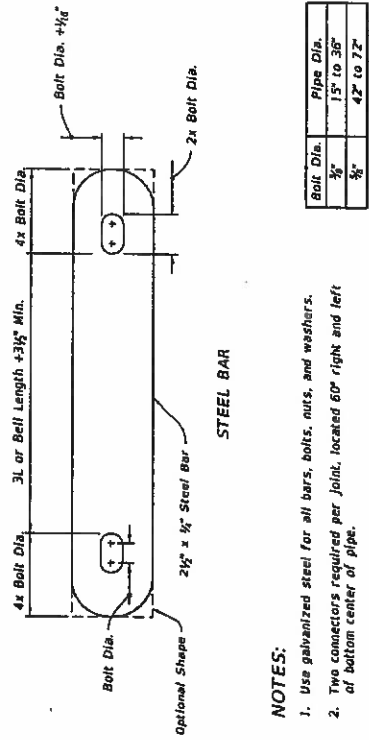




TONGUE AND GROOVE CONNECTOR DETAIL

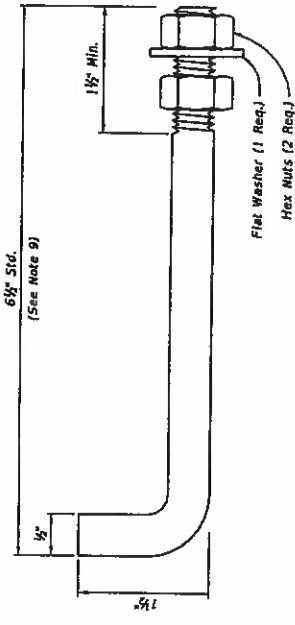


BELL AND SPIGOT CONNECTOR DETAIL



NOTES:

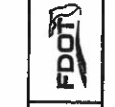
1. Use galvanized steel for all bars, bolts, nuts, and washers.
2. Two connectors required per joint, located 60° right and left of bottom center of pipe.
3. Bolt holes in pipe shell are to be drilled.



NOTES:

1. Anchors required for CMP only.
2. Use galvanized steel for all anchors, nuts, and washers.
3. Bend anchor where required to center in concrete slab.
4. Repair damaged surfaces after bending.
5. Space anchors a distance equal to four (4) corrugations.
6. Place the anchors in the outside crest of corrugation.
7. Place flat washers on inside wall of pipe.
8. Drill or punch holes in the mitered end pipe; burning not permitted.
9. A 6" x 1/2" bolt substitution is permitted.

CORRUGATED METAL PIPE (CMP) ANCHOR DETAIL  
DETAIL "D"

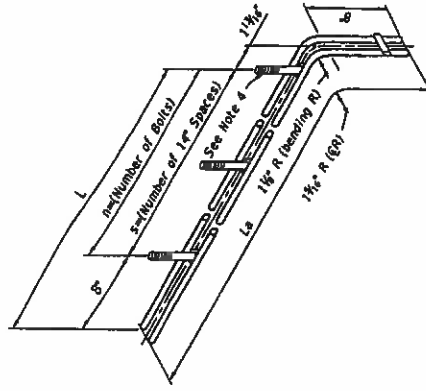
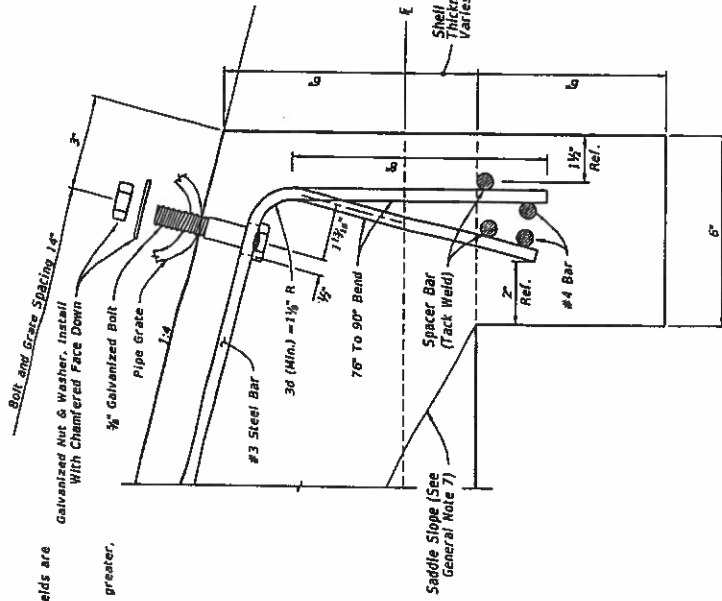
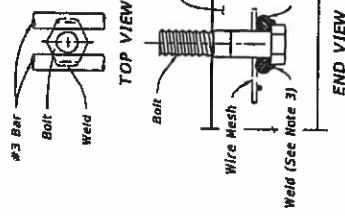


REVISION	DESCRIPTION
11/01/19	LAST REVISION



- NOTES:**
- $\frac{1}{2}$ " x 3" bolts are standard for all grate fasteners, except when the contractor elects to use the slotted upper holes for the intermediate fasteners on multiple drain pipes, which will require bolt lengths in the Special Bolt Length Table.
  - $\frac{1}{2}$ " galvanized bolt hex head bolt shown; either hex head or square head bolt may be used. Use only hex nuts.
  - Make the specified weld when the fabricated unit is subject to hazardous hauls and repeated handling. Tack welds are permitted for local or job site fabrication. Galvanizing over welded surface not required.
  - Omit on trailing downstream ends on divided roadways.
  - Use grates on all round pipes 30" or greater. Pipe arches 35" x 24" or greater, and elliptical pipe 19" x 30" or greater, unless excluded in the plans. Use grates on smaller pipes only when called for in the plans.

Grate Size (Std. Steps)	Bolt Length
30"	50"
36"	54"
42"	58"
48"	62"
54"	66"
60"	70"

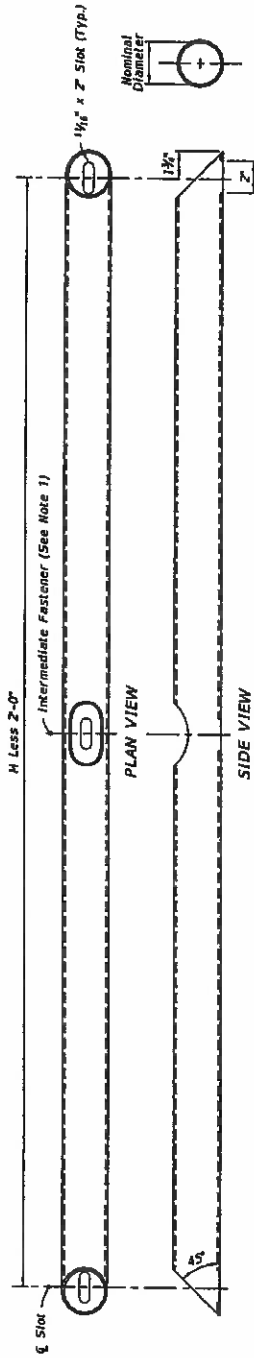


ROUND PIPE		ELLIPTICAL PIPE						
Pipe Dia.	s n	L	La	Drain Size	s	n	L	La
15"	3 4	4'-0"	4'-11"	12"x18"	2	3	2'-10"	3'-5"
18"	4 5	5'-2"	6'-1"	14"x23"	3	4	4'-0"	4'-11"
24"	6 7	7'-6"	8'-5"	19"x30"	4	5	5'-2"	6'-1"
30"	7 8	8'-6"	9'-7"	24"x36"	5	6	6'-4"	7'-5"
36"	9 10	11'-0"	12'-11"	29"x43"	7	8	8'-8"	9'-9"
42"	11 12	13'-6"	15'-5"	34"x50"	8	9	9'-10"	10'-9"
48"	13 14	16'-0"	18'-1"	39"x57"	10	11	11'-4"	12'-5"
54"	15 16	18'-0"	20'-1"	44"x64"	12	13	13'-6"	14'-7"
60"	17 18	20'-2"	22'-1"	49"x71"	14	15	15'-8"	16'-9"
				54"x78"	16	17	18'-0"	19'-9"
				59"x85"	18	19	20'-0"	21'-11"

ROUND PIPE		ARCHED PIPE						
Pipe Dia.	s n	L	La	Drain Size	s	n	L	La
15"	3 4	4'-0"	4'-11"	12"x18"	2	3	2'-10"	3'-5"
18"	4 5	5'-2"	6'-1"	14"x23"	3	4	4'-0"	4'-11"
24"	6 7	7'-6"	8'-5"	19"x30"	4	5	5'-2"	6'-1"
30"	7 8	8'-6"	9'-7"	24"x36"	5	6	6'-4"	7'-5"
36"	9 10	11'-0"	12'-11"	29"x43"	7	8	8'-8"	9'-9"
42"	11 12	13'-6"	15'-5"	34"x50"	8	9	9'-10"	10'-9"
48"	13 14	16'-0"	18'-1"	39"x57"	10	11	11'-4"	12'-5"
54"	15 16	18'-0"	20'-1"	44"x64"	12	13	13'-6"	14'-7"
60"	17 18	20'-2"	22'-1"	49"x71"	14	15	15'-8"	16'-9"

\* See Note 5

**MULTIPLE FASTENER UNIT DETAIL**  
(For Single and Multiple Pipes)

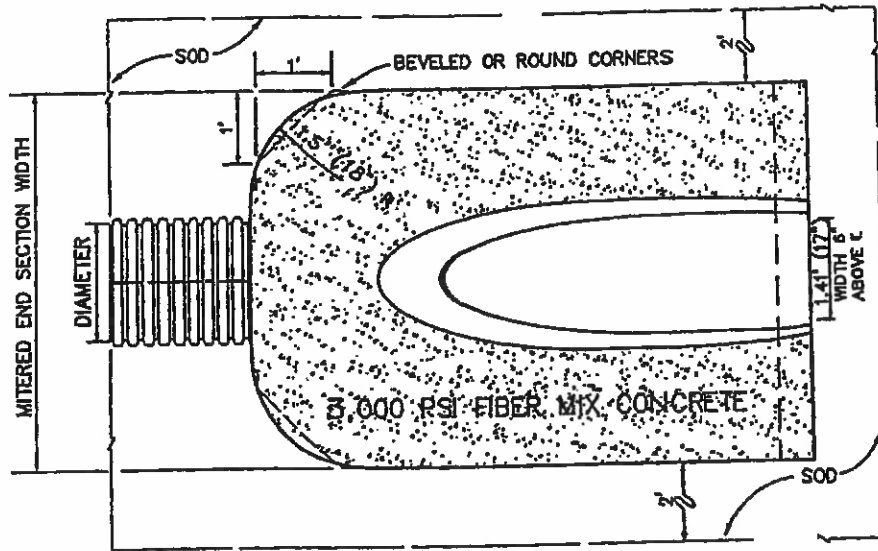


- NOTE:**
- Install intermediate slot and fastener for multiple drain pipes only.

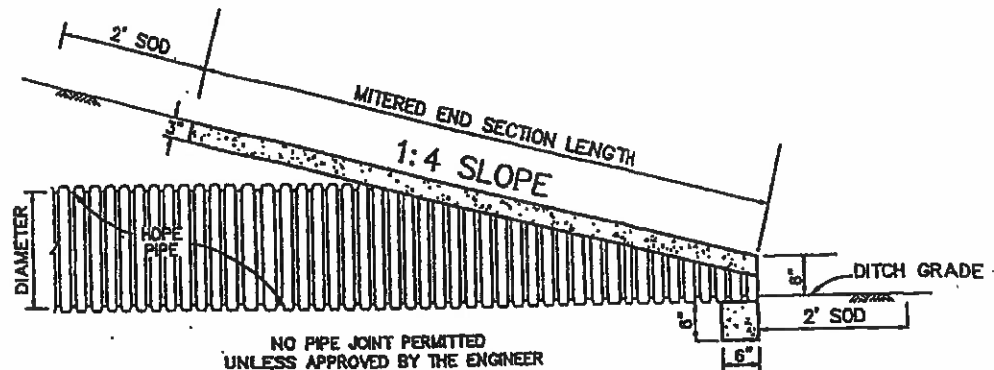
- Options for top opening:
- 6" or 6" mill head cut, 1" deep
  - 2" diameter drilled hole
  - 1/4" x 2" slot

Bottom opening: 1/4" x 2" slot.

**GRATE DETAIL**  
(For Single and Multiple Pipes)



PLAN VIEW-SINGLE PIPE



SECTION THROUGH PIPE CENTERLINE

MITERED END SECTION DIMENSIONS AND QUANTITIES				
DIAMETER	WIDTH	LENGTH	CONCRETE	SOD
15"	4.33' (52")	5.59' (67")	0.64 CU.YD.	8 SQ.YD.
18"	4.58' (55")	6.62' (80")	0.69 CU.YD.	9 SQ.YD.
24"	5.08' (61")	8.68' (104")	0.83 CU.YD.	10 SQ.YD.
30"	5.58' (67")	10.75' (129")	0.96 CU.YD.	11 SQ.YD.
36"	6.08' (73")	12.81' (154")	1.08 CU.YD.	12 SQ.YD.

## Town of Malabar

2725 Malabar Road ♦ Malabar, FL 32950-4427 (321) 727-7764

[dsherear@townofmalabar.org](mailto:dsherear@townofmalabar.org)

### DRIVEWAY CULVERT MITERED END SECTION DIMENSIONS

# TOWN OF MALABAR

## MEMORANDUM

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**Date:** March 25, 2021 21-BDM-012

**To:** Town Council  
Debby Franklin, Town Clerk/Treasurer

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

**Ref:** Textual Amendment to Code of Ordinance Land Development Code  
Article VIII Surface Water Management.

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At the Planning and Zoning Meeting of 3/24/2020 the Board discussed Agenda Item 7.a. for the Amending Textual Amendment to Code of Ordinance Land Development Code Article VIII Surface Water Management the following Motion was made:

**Motion: Shortman/Foster Recommended to Town Council to Amend the Textual Code of Ordinance for Land Development Code Article VIII Surface Water Management. All Vote, Roll Call Vote:**

**Roll Call: Foster; Aye, Abare; Aye, Ritter; Aye, Shortman; Aye**

**Motion Approved 4 to 0**

# TOWN OF MALABAR

## COUNCIL MEETING

AGENDA ITEM NO: 10.b.

Meeting Date: April 19, 2021

Prepared By: Lisa Morrell, Interim Town Manager

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**SUBJECT: Code Enforcement - Special Master Appointment**

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### BACKGROUND/HISTORY:

Pursuant to ARTICLE VII. - CODE ENFORCEMENT PROVISIONS, Division 1. – Special Master, section 2-203. - Special master creation and organization; The Town Attorney has previously provided a qualified and neutral party to perform duties of the Special Master for code enforcement hearings. The appointed party is no longer able to serve The Town of Malabar in the capacity of Special Master due to availability.

Staff is seeking approval to appoint a new replacement Special Master per the Town Attorney's recommendation of Joel Goldfarb, a licensed Florida Attorney, on a monthly scheduled date and time for as-needed services for code enforcement case hearings after statutorily noticed property owners fail to comply with local ordinances.

### ATTACHMENTS:

Town of Malabar CODE OF ORDINANCES, Part II, Chapter 2, Article VII Code Enforcement Provisions, Division 1. Special Master.PDF  
Joel Goldfarb Resume.PDF  
Contract Special Magistrate.PDF

### FINANCIAL IMPACT:

None. The contracted terms and rates are unchanged from previous appointee.

### ACTION OPTIONS:

Motion to approve the appointment of Joel Goldfarb to perform contracted services as the Special Master for the Town of Malabar.

PART II - CODE OF ORDINANCES  
Chapter 2 - ADMINISTRATION  
ARTICLE VII. - CODE ENFORCEMENT PROVISIONS  
DIVISION 1. SPECIAL MASTER

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*DIVISION 1. SPECIAL MASTER*

**Sec. 2-201. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

*Code inspector or code officer* means any designated employee or agent of the town whose duty it is to enforce the codes and ordinances enacted by the town.

*Enforcement board* means the code enforcement board of the town. Pursuant to F.S. § 162.03(2) the special master shall have the same status as the enforcement board.

*Law enforcement officer* means any person who is elected, appointed, or employed full time by any municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic or highway laws of the state.

*Person* means any natural person, individual, public or private corporation, firm, association, joint venture, partnership, municipality, government agency, public subdivision, public officer, or any other entity whatsoever, or any combination of such, jointly or severally.

*Repeat violation* means a violation of a provision of a code or ordinance by a person the special master has previously found to have violated or who has admitted violating the same provision within five (5) years prior to the current violation, notwithstanding the violations occur at different locations.

*Special master* means a person authorized to hold hearings and assess fines against violators of the town codes and ordinances in accordance with F.S. Ch. 162.

*Town* means the Town of Malabar.

*Town attorney* means the legal counselor for the town, duly appointed as town attorney.

(Ord. No. 00-5, § 1, 6-19-00)

**Sec. 2-202. Authority and intent.**

- (a) This article is adopted by the town council, upon authorization to create a code enforcement board and special masters pursuant to the authority granted municipalities in F.S. § 162.
- (b) It is the intent of this article to promote, protect, and improve the health, safety, and welfare of the citizens of the town, by creating a code enforcement system which gives special masters authority to hold hearings and assess fines against violators of the town codes and ordinances providing an equitable, expeditious, effective, and inexpensive method of enforcing the codes and ordinances in force in the town, where a pending or repeat violation continues to exist.

(Ord. No. 00-5, § 1, 6-19-00)

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### **Sec. 2-203. Special master creation and organization.**

- (a) *Creation.* There is hereby created a code enforcement special master of the town under authority of F.S. § 162. Said special master shall have the authority to enforce the codes and ordinances of the town as provided in this article when violations of the codes are not corrected following initial action by the code inspector.
- (b) *Appointment of the special master.* The town administrator shall select from a list of qualified candidates the best person to hold such office and present such person(s) as the code enforcement special master of the town for approval by the town council.
- (c) *Removal from office.* The special master may be suspended and removed from office by the town council without cause, unless otherwise agreed by written contract.
- (d) *Rules of procedure and compensation.* The special master may establish such rules for the conduct of the hearings as deemed necessary; provided, however, that no such rules of procedure may conflict with this article or F.S. § 162. The special master shall be compensated as determined by the town.

(Ord. No. 00-5, § 1, 6-19-00)

### **Sec. 2-204. Enforcement procedures and notices.**

- (a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes and ordinances of the town. At no time may special master initiate enforcement proceedings.
- (b) Except as provided in subsections (c) and (d), if the violation of the codes is found, the code inspector shall notify the violator and give him a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall at his discretion issue a citation in accordance with part II or notify the special master and request a hearing. If requested the special master shall schedule a hearing, and written notice of such hearing shall be mailed to or served upon the violator as provided in this chapter and F.S. § 162.12. At the option of the special master, notice may additionally be served by publication or posting as provided by law in accordance with F.S. § 162.12. If the violation is corrected and then reoccurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the special master even if the violation has been corrected prior to the hearing, and the notice shall so state.
- (c) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation shall notify the special master and request a hearing. The special master shall provide notice as prescribed by this chapter and F.S. § 162.12. The case may be presented to the special master even if the repeat violation has been corrected prior to the hearing, and the notice shall so state. If the repeat violation has been corrected, the special master retains the right to schedule a hearing to determine the cost and impose a payment of reasonable enforcement fees upon repeat violator. The repeat violator may choose to waive his or her right to this hearing and pay said cost as determined by the special master.
- (d) If the code inspector has reason to believe that a violation presents a serious threat to the public health, safety and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the special master and request a hearing.
- (e) If the owner of the property which is subject to an enforcement proceeding before the special master or a court transfers ownership of such property between the time the initial pleading was served and the time of hearing, such owner shall:
  - (1) Disclose, in writing, the existence and nature of proceeding to the prospective transferee.

- 
- (2) Deliver to prospective transferee a copy of the pleading notices and other materials relating to the code enforcement proceedings received by the transferee.
  - (3) Disclose, in writing, to the prospective transferee, that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
  - (4) File a notice with the code enforcement official of the transfer of property, with the identity and address of the new owner, copies of the disclosures made to the new owner, within five (5) days after date of the transfer. A failure to make the disclosure described in paragraphs (1)—(3) creates a rebuttal assumption of fraud. If the property is transferred before a hearing, the proceedings shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct violation before said hearing is held.

(f) All notices required by this part shall be provided to the alleged violator pursuant to F.S. § 162.12.

(Ord. No. 00-5, § 1, 6-19-00)

### **Sec. 2-205 Conduct of hearing and appeal.**

- (a) *Administrative procedures.* Upon request of the code inspector, or at such other time as may be necessary, the special master may call a hearing. The special master shall cause minutes to be kept of all hearings by the special master, and all hearings and records of the special master shall be open to the public. The town council shall provide clerical and administrative personnel as may be reasonably required by the special master for the proper performance of designated duties. The special master may, at any hearing, set future hearing dates and may postpone or continue any matter before him to a future date.
- (b) *Representation.* Each case before the special master shall be presented either by the town attorney, by the code inspector or by the town administrator or his designee. If the town prevails in prosecuting a case it shall be entitled to recover all costs incurred in prosecuting the case before the special master and such costs may be included in the lien authorized by F.S. § 162.07(2). Any person accused of a violation may be represented by counsel at the hearing.
- (c) *Order of procedure and rules of evidence.* At any given hearing, the special master shall first take testimony and receive evidence from the town, and the town shall have the burden of proving the existence of the alleged violation by the preponderance of the evidence. If the evidence presented by the town establishes a prima facie case, the special master shall then proceed to receive evidence and testimony from the alleged violator. Formal rules of evidence shall not apply, but fundamental procedural due process shall be observed and shall govern the said proceedings. All testimony shall be under oath and recorded.
- (d) *Findings and orders.* At the conclusion of the hearing, the special master shall make a finding of fact, based on the evidence of record, and conclusions of law, and shall issue an order affording such relief as may be consistent with the powers granted herein. The findings and order shall be presented in written form and shall be served personally or by certified mail/return receipt requested upon the violator. The order may include a notice that the order must be complied with by a specific date and that a fine may be imposed if the order is not complied with by said date as provided in section 2-207 and F.S. § 162.09(1), the order may specify the amount of the fine to be imposed and the date on which the fine will commence if the violation is not corrected. The cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to all subsequent purchases, successors in interest, or as assigns, if the violation concerns real property and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchases, successors in interests, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the special master shall issue an order acknowledging compliance that shall be recorded in the public

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records. A hearing is not required to issue such an order acknowledging compliance provided by the general laws of Florida applicable to code enforcement.

- (e) *[Appeals.]* An aggrieved party, including the town council may appeal a final administrative order of the special master to the circuit court. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special master. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

(Ord. No. 00-5, § 1, 6-19-00)

### **Sec. 2-206. Powers of the special master with respect to hearings.**

With respect to any hearing the special master shall have the following powers:

- (1) Adopt rules for the conduct of the hearing.
- (2) Subpoena alleged violators and witnesses to the hearing. Pursuant to F.S. § 162.08.
- (3) Subpoena evidence to its hearing.
- (4) Take testimony under oath.
- (5) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

(Ord. No. 00-5, § 1, 6-19-00)

### **Sec. 2-207. Administrative fines; cost of repairs; liens.**

- (a) The special master, may either in the initial order or upon notification by code enforcement officer that an order has not been compiled with or finding that a repeat violation has been committed, order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the special master for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code inspector. In addition, if the special master finds that the violation is a violation described in section 2-204(d), the special master shall notify the town of such findings. The town shall then have the right and power to make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the town to make further repairs or to maintain the property and does not create any liability against the town for any damages to the property if such repairs were completed in good faith. If a finding of a violation or repeat violation has been made as provided by this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, the special master finds a violation to be irreparable or irreversible in nature, he may order the violator to pay a fine as specified in section 2-207(b).
- (b) Fines.
- (1) A fine imposed pursuant to this section shall not exceed two hundred fifty dollars (\$250.00) per day for a first violation and shall not exceed five hundred dollars (\$500.00) per day for a repeat violation, and in addition, may include all cost of repairs pursuant to this section and section 2-207(b). However, if the special master finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed five thousand dollars (\$5,000.00) per violation.
  - (2) In determining the amount of the fine, if any, the special master shall consider the following factors:



- 
- a. The gravity of the violation;
  - b. Any actions taken by the violator to correct the violation;
  - c. Any previous violations committed by the violator.
- (c) The special master may reduce a fine imposed pursuant to this section. If a violator desires to request reconsideration of a fine, the following procedures must be followed:
- (1) Any order issued to the violator must be complied with.
  - (2) A written request must be made to the code inspector for an inspection for compliance with the order issued.
  - (3) After the code inspector has certified in writing that the prior order of the special master has been complied with, the violator must, within twenty (20) days of such certification by the code inspector, request in writing to the code inspector, reconsideration of the fine by the special master.
- (d) A certified copy of an order imposing a fine, or a fine plus repair cost may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgement by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgement except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgement is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the town, and the town may execute a satisfaction or release of lien entered pursuant to this section. After three (3) months from the filing of any such lien which remains unpaid, the special master may authorize the town attorney to foreclose on the lien. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead.

(Ord. No. 00-5, § 1, 6-19-00)

## **JOEL GOLDFARB**

110 Marion Street, Indian Harbour Beach, Florida 32937  
joel.a.goldfarb@gmail.com ~ Mobile Phone – (585) 415-6508

### **LICENSURE**

**Florida Board of Bar Examiners**, ID Number 68855  
**Middle District of Florida**, Federal Court System

### **EDUCATION**

**Saint Louis University School of Law**, Saint Louis, Missouri  
J.D., May 2009; Certificate in Employment Law

*GPA:* 3.121    *Rank:* 84 of 301

*Activities:*        Sports and Entertainment Law Association, Co-President (2008-2009)

**State University of New York, College at Geneseo**, Geneseo, New York  
Bachelor of Arts, Communications/Media Studies, May 2004

*Honors:*            SUNY Geneseo Dean's List, First Inductee into SUNY Geneseo Intramural Hall of Fame

*Activities:*        Club Baseball, Intramural Sports (Flag Football, Soccer, Broomball, Floor Hockey, Softball, Volleyball, Basketball), Intramural Referee (Basketball, Soccer, Football), Circle K Community Service Organization, Concert Commission

### **LEGAL EXPERIENCE**

**Joel Goldfarb Law, PA**, Melbourne, Florida

January 2019 – present

*Attorney*

- Manager of firmwide operations for multifaceted law firm focusing on general civil law
- Oversee all aspect of client relations, including client marketing and intake
- Research complex legal issues to advance client outcome
- Draft and argue complex pleadings and filings

**Schillinger & Coleman, P.A.**, Melbourne, Florida

April 2010 – December 2018

*Attorney*

- Negotiate, draft, and oversee complex business contracts including real estate, software licensing, intellectual property, and loan documents, amongst others. Included herein is direct client contact and guidance, as well as contractual compliance review.
- Advise business clients as to strategic initiatives and management decisions to increase business profits and decrease exposure to liability. Such advice includes, without limitation, bank loans, as well as employment policy revisions.
- Represent corporate clients at complex business trials in State and Federal Court, including employment and contractual issues.
- Argue complex legal motions regarding business litigation, including contractual issues.
- Research complex business litigation issues, with a focus on employment law, complex contracts, and real estate law.
- Conduct investigations on clients' behalf to determine corporate liability regarding employment issues.

**Hightower and Partners**, Orlando, Florida

January 2010 – March 2010

*Associate Attorney*

- Research complex legal issues
- Argue contested legal motions

**The Honorable Judge George Maxwell, III**, Viera, Florida

August 2009 – January 2010

*Volunteer Clerk, 18<sup>th</sup> Judicial Circuit of Florida*

- Analyzed and decided pending legal issues

- Researched pending legal issues

**Platinum Sports and Entertainment Management, St. Charles, Missouri**

*Volunteer Intern*

January 2009 – May 2009

- Communicated with professional baseball teams on behalf of player seeking a roster spot, as well as to increase player salary
- Negotiated with baseball equipment companies for player endorsement deals

**Saint Louis Soccer United, LLC, East Alton, Illinois**

*Women's Professional Soccer League Liaison*

June 2007 – August 2008

- Review, negotiate, and edit contractual documents required for commencement of the new league, including without limitation, leaguewide operating agreement and by-laws.
- Maintain communications with league front office and other clubs.
- Represent St. Louis team at leaguewide meetings.

**Pheterson, Stern, Calabrese, and Neilans, LLP, Rochester, New York**

*Real Estate Paralegal*

April 2005 – August 2006

- Supervised mortgage closings on behalf of banks
- Ensured marketability of title to properties

**VOLUNTEER EXPERIENCE**

**Humane Society of Missouri, Pet Pal: Volunteer Dog Walker**

November 2008 – May 2009

**Brighton High School Junior Varsity Baseball Coach**

September 2004 – June 2006

**OTHER EXPERIENCES**

**Brevard County Bar Association, Young Lawyer's Division**

August 2017 - Present

Board of Directors

**18th Judicial Circuit Florida – Attorney Grievance Committee**

February 2018 – February 2021

Chairperson

January 2021 – February 2021

**ESPN, Stump the Schwab TV Sports Trivia Contestant**

May 2005

## **TOWN OF MALABAR SPECIAL MAGISTRATE CONTRACT**

This Contract, dated this 19th day of April, 2021 is made by and between the Town of Malabar, hereinafter referred to as **TOWN**, 2725 Malabar Road, Malabar, Florida 32950, and Joel Goldfarb, authorized to do business in the State of Florida, hereinafter referred to as **SPECIAL MAGISTRATE**, whose address is 110 Marion Street, Indian Harbour Beach, Florida 32937. In consideration of the mutual promises contained here, the TOWN and the SPECIAL MAGISTRATE agree that the SPECIAL MAGISTRATE will provide legal services for the TOWN as follows:

### **GENERAL TERMS AND CONDITIONS**

#### **1.1 LICENSES**

The SPECIAL MAGISTRATE shall, prior to commencing work under this contract, show proof of being a practicing attorney in good standing in the State of Florida.

#### **1.2 INDEMNIFICATION**

The SPECIAL MAGISTRATE, in consideration of being awarded this contract hereby covenants and agrees to indemnify and hold harmless the TOWN and all of its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage, or of any nature, arising out of, or in connection with, the work to be performed by said SPECIAL MAGISTRATE, including attorney's litigation or appellate proceedings with respect thereto. Code board attorney reserves the right to assert any governmental/judicial immunity against claims by third parties available under the law.

#### **1.3 INDEPENDENT CONTRACTOR**

The SPECIAL MAGISTRATE is an Independent Contractor with respect to this contract, and not an employee, agent, or servant of the TOWN. Nothing in this agreement shall be considered to create a relationship of employer and employee between the parties.

#### **1.4 PAYMENTS AND AVAILABILITY OF FUNDS**

The TOWN shall pay the SPECIAL MAGISTRATE for services rendered in accordance to the following fee schedule: an hourly pay of \$175, paid in fifteen (15) minute increments from then on, with a minimum billing of 2 hours. There shall be no compensation for travel time or reimbursement of any expenses and costs. The SPECIAL MAGISTRATE will invoice the TOWN on a monthly basis. The invoice is to include: hours and hourly rate. The obligations of the TOWN under this contract are subject to the availability of funds lawfully appropriated for this purpose by the Town Council of the Town of Malabar.

#### **1.5 TERMS OF CONTRACT AND TERMINATION**

Administration of this contract shall be under the general direction of the Town Administrator of the TOWN, or his/her designee. This contract shall become effective upon the date of the last signature and shall continue for a period of two years. The SPECIAL MAGISTRATE may be reappointed. Upon mutual consent, this contract may be renewed by an addendum for each year thereafter. The SPECIAL MAGISTRATE shall serve at the pleasure of the TOWN. Either

party shall have the right to terminate this contract with or without cause upon thirty (30) days written notice.

### **1.6 RECORDS OWNERSHIP, AND INSPECTION**

The TOWN and the SPECIAL MAGISTRATE acknowledge and agree that the TOWN shall be the sole owner of all records generated from this-service contract. The SPECIAL MAGISTRATE shall follow the State of Florida Records Retention schedules when processing records.

Specifically, the SPECIAL MAGISTRATE shall:

-Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

-Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

-Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

-Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(Specific authority FS 119.0701)

### **2.0. SCOPE OF WORK**

The SPECIAL MAGISTRATE shall do, perform, deliver and carry out the services hereunder in a professional manner. The SPECIAL MAGISTRATE shall sit and hear selected violations of the Town Code of Ordinances, Zoning Code, Building code, Fire and life Safety Codes, and Land Development Regulations.

### **3.0 AMENDMENTS AND MODIFICATIONS**

Any change in the terms and conditions set forth in this contract must be mutually agreed to by both the TOWN and the SPECIAL MAGISTRATE.

### **4.0 NOTICES**

All notices required in this contract shall be sent by certified mail, return receipts and mailed to the TOWN and SPECIAL MAGISTRATE as follows:

**TOWN**  
Interim Town Manager  
Lisa Morrell  
Town of Malabar  
2725 Malabar Road  
Malabar, Florida 32950

**SPECIAL MAGISTRATE**  
Joel Goldfarb  
110 Marion Street,  
Indian Harbour Beach, FL 32936

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first above written:

**TOWN OF MALABAR**

**Attest:**

**Signature:**

By:

By:

\_\_\_\_\_  
Debby K. Franklin  
Town Clerk/Treasurer

\_\_\_\_\_  
Lisa Morrell  
Interim Town Manager

**SPECIAL MAGISTRATE Signature:**

By:

\_\_\_\_\_  
Joel Goldfarb

# TOWN OF MALABAR

## COUNCIL MEETING

AGENDA ITEM NO: 11.a.

Meeting Date: April 19, 2021

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

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**SUBJECT:** Discussion: Increase Penalties in Article XV, Tree Protection for Violations (CM Scardino)

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**BACKGROUND/HISTORY:**

This is a continuing concern of CM Scardino that Council should impose higher fines on tree removal to encourage design work arounds instead of tree replacement.

**ATTACHMENTS:**

Penalty Section of Article XV

**ACTION OPTIONS:**

Discussion and Direction to Staff

tornadoes, floods, freezes, fires or other man-made or natural disasters, Building Official may issue a type IV permit for the removal of such damaged tree and the applicant shall not be required to pay a permit fee.

(Ord. No. 03-17, § 1, 1-5-04)

**Section 1-15.15. Penalties and enforcement-special hearing master jurisdiction.**

Penalties for violations of this article, including conditions of any permit issued hereunder, shall include a fine of up to five hundred dollars (\$500.00) per tree illegally removed. In addition, any violation of this article, or any permit issued hereunder, shall also be punishable by a fine of not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail not to exceed sixty (60) days or both such fine and imprisonment. Each unauthorized removal of a tree protected by this article shall be deemed a separate offense.

Any person violating the provisions of this article XV is subject to the jurisdiction of the special hearing master and in any enforcement proceeding, the special hearing master may consider mitigating measures voluntarily undertaken by the alleged violator such as replacement or relocation of trees or vegetation or other landscaping improvements in fashioning its remedy. The special hearing master, in addition to the fine imposed herein shall also have the authority to require restorative measures he or she deems necessary. Such restorative measures include, but are not limited to the following:

- A. The replanting of a tree twice the size of one illegally removed of the same type;
- B. By replanting the same type trees with five-inch dbh or greater in a sufficient number such that the total number of dbh inches of the replanted trees equals twice the total number of dbh inches of trees removed without authorization;
- C. The payment of a mitigation fee of two hundred dollars (\$200.00) per diameter inch of the trees removed without authorization to the beautification trust fund.

(Ord. No. 03-17, § 1, 1-5-04)

**Section 1-15.16. Appeals.**

Except for decisions of the Board of Adjustments, any person aggrieved by the Administration or interpretation of any of the terms or provisions of this article may appeal to the Town Council, which, after a hearing, with notice to the appellant may reverse, affirm or modify, in whole or in part the order, requirement, decision or determination appealed from, and they make such an order, requirement, decision or determination as ought to be made, and to that end shall have the powers of the Administrator from whom the appeal is taken. This provision does not confer upon the Town Council any appellate jurisdiction over a determination of the Special Hearing Master or Board of Adjustments.

(Ord. No. 03-17, § 1, 1-5-04)