



# REGULAR TOWN COUNCIL MEETING

Monday, November 20, 2023 at 7:30 pm

1. CALL TO ORDER, PRAYER AND PLEDGE
2. ROLL CALL
3. NOMINATE CHAIR AND VICE-CHAIR

Exhibit: Agenda Report Number 3

#### Attachments:

- **Agenda Report Number 3** (Agenda\_Report\_Number\_3.pdf)

4. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES
5. CONSENT AGENDA

- a. Approve Minutes of 11/06/2023 RTCM

Exhibit: Agenda Report Number 5.a

#### Attachments:

- **Agenda Report Number 5.a.** (Agenda\_Report\_Number\_5.a..pdf)

- b. Approve Minutes of 11/09/2023 STCM

Exhibit: Agenda Report Number 5.b.

#### Attachments:

- **Agenda Report Number 5.b.** (Agenda\_Report\_Number\_5.b..pdf)

- c. Final Approval of Contract for Pavilion at Eschenberg Park

Exhibit: Agenda Report Number 5.c.

#### Attachments:

- **Agenda Report Number 5.c.** (Agenda\_Report\_Number\_5.c..pdf)

6. PRESENTATION
7. ATTORNEY REPORT
8. STAFF REPORTS
  - a. Manager
  - b. Clerk

9. PUBLIC COMMENTS

Comments at this point may address items NOT on the Agenda. Comments related to subsequent

Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required)

***Five (5) Minute Limit per Speaker***

**10. PUBLIC HEARINGS / SPECIAL ORDERS**

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

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

**12. ACTION ITEMS**

ORDINANCES:

RESOLUTIONS:

MISCELLANEOUS:

**a. Procurement, Other Agency Contract, Slope Mower Replacement**

Exhibit: Agenda Report Number 12.a.

**Attachments:**

- **Agenda Report Number 12.a.** (Agenda\_Report\_Number\_12.a..pdf)

**b. Other Agency Contract, Purchase Water Tender Firefighting Apparatus**

Exhibit: Agenda Report Number 12.b.

**Attachments:**

- **Agenda Report Number 12.b.** (Agenda\_Report\_Number\_12.b..pdf)

**c. Natural Resources Management Department, Stormwater Program Interlocal Agreement**

Exhibit: Agenda Report Number 12.c.

**Attachments:**

- **Agenda Report Number 12.c.** (Agenda\_Report\_Number\_12.c..pdf)

**d. Select Space Coast League of Cities (SCLC) Delegate for 2023/2024**

Exhibit: Agenda report Number 12.d.

**Attachments:**

- **Agenda Report Number 12.d.** (Agenda\_Report\_Number\_12.d..pdf)

**e. Select Representative to the TPO/TAC Board for 2023/2024**

Exhibit: Agenda Report Number 12.e.

**Attachments:**

- **Agenda Report Number 12.e.** (Agenda\_Report\_Number\_12.e..pdf)

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

**13. DISCUSSION/POSSIBLE ACTION**

**a. Combine Trails and Greenways Committee and the Parks and Recreation Board**

CM Hofmeister

Exhibit: Agenda Report Number 13.a.

**Attachments:**

- **Agenda Report Number 13.a.** (Agenda\_Report\_Number\_13.a..pdf)

**b. Request for P&Z advisors to review Connex Box Building**

Town Manager - Lisa Morrell

Exhibit: Agenda Report Number 13.b.

**Attachments:**

- **Agenda Report Number 13.b.** (Agenda\_Report\_Number\_13.b..pdf)

**14. PUBLIC COMMENTS**

General Items (Speaker Card Required)

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

**16. ANNOUNCEMENTS**

(1) Vacancies on the Trails and Greenways Committee; (3) Vacancies on the Parks and Recreation Board, (1) Vacancy on the Planning and Zoning Board; and (1) Vacancy on the Board of Adjustment.

**17. ADJOURNMENT**

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

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

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

### AGENDA ITEM NO: **3.**

Meeting Date: November 20<sup>th</sup>, 2023

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT:** Nominate Chair and Vice-Chair

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#### **BACKGROUND/HISTORY:**

The Town Charter provides that the selection of the Chair and Vice-Chair is done annually at the first regular Council meeting after the election. It also provides that it should only be done if there is a full Council present.

In 1995, the Charter was amended to allow the Mayor to be considered for the Chair. Prior to that, the Chair was selected from the Council Members only. The Chair approves the meeting agenda and presides over the meetings. The Vice-Chair shall act as Chair during the absence or disability of the Chairperson.

#### **ATTACHMENTS:**

- None

#### **ACTION:**

Nomination and selection of the Chair and Vice-Chair for 2023/2024.

# TOWN OF MALABAR

## Regular Town Council Meeting

**AGENDA ITEM NO: 5.a**  
**Meeting Date: November 20<sup>th</sup>, 2023**

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Approve Minutes of 11/6/2023 RTCM**

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**BACKGROUND/HISTORY:**

Summary of actions at Town Council Meetings

**ATTACHMENTS:**

- Draft Minutes of the RTCM of 11/6/2023

**ACTION OPTIONS:**

Review

**MALABAR TOWN COUNCIL  
REGULAR MEETING MINUTES  
November 6<sup>th</sup>, 2023, 7:30 PM**

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

**1. CALL TO ORDER:**

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

**2. ROLL CALL:**

CHAIR:

MAYOR PATRICK T. REILLY

VICE CHAIR:

DAVID SCARDINO

COUNCIL MEMBERS:

MARISA ACQUAVIVA-Excused

BRIAN VAIL

JIM CLEVENGER

MARY HOFMEISTER

TOWN ATTORNEY:

KARL BOHNE

INTERIM TOWN MANAGER:

LISA MORRELL

TOWN CLERK:

RICHARD KOHLER

INTERIM FIRE CHIEF:

ANTHONY GIANTONIO

- 3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES:** Mayor Reilly requests to move 12.I to before the Public Hearings. Without objection, approved.

**4. CONSENT AGENDA:**

**4.a. Approve Minutes of 10/16/2023 RTCM**

Exhibit: Agenda Report Number 4a

**MOTION: CM Scardino/CM Vail to approve Consent Agenda as presented.**

**Vote: All Ayes (4-0).**

- 5. ATTORNEY REPORT:** Attorney Bohne states that no action can be taken at a joint workshop. He hopes to emphasize that there is a parcel of property owned by a planning and zoning board member in the area to be discussed. He will not be allowed to participate in the discussion as a board member, just as a resident. Attorney Bohne also cautioned against speaking about items that are not on the agenda, particularly on items in land use, site plans and zoning changes. We need to be sure that we are being fair and should remind all boards of this.

- 6. BCSO REPORT:** Deputy Wheeler states that there was one battery complaint, 4 crashes w/no injuries, and 2 with, 41 business patrols, 74 residential patrols in response to the vehicle burglaries, 20 reckless driving complaints, 9 suspicious persons, 10 suspicious vehicles, 24 traffic stops. CM Vail asks if there have been any more burglaries? Deputy Wheeler states there have not, but the same type of crimes was reported near the interstate in Ft. Lauderdale.

**7. BOARD/COMMITTEE REPORTS:**

**7.a. Trails and Greenways Committee**

Exhibit: Agenda Report Number 7.a.

Discussion: None.

**7.b. Parks and Recreation Board**

Exhibit: Agenda Report Number 7.b.

Discussion: None.

**7.c. Planning and Zoning Board**

Exhibit: Agenda Report Number 7.c.  
Discussion: None.

**7.d. Board of Adjustment**

Exhibit: Agenda Report Number 7.d.  
Discussion: None.

**8. STAFF REPORTS:**

**8.a. Town Manager** – ITM Morrell states that she has distributed a copy of the departure notes from the former TM Stinnett. She feels it is a good point of transition. A request to purchase a new slope mower and tractor will be coming forward at the next meeting. The Weir, Allen and Gilmore Street project is resuming. There are still only three employees in Public Works, so we are working to prioritize their projects. We are moving forward with the purchase of the Tender. FEMA will be meeting Staff at Town Hall on Wednesday to discuss the Rocky Point Road project. We will be drafting an ITB for the shoreline restoration. She is also working to renegotiate the Stormwater contract with the County.

**8.b. Town Clerk – Richard Kohler** States that he recently attended the Florida City Clerks Association Fall Academy. The Academy had 32 hours of seminars on topics such as employment law, Local Government Budgeting in Florida, Parliamentary Procedures and more. Both of the new employees have been transitioning well. The Executive Assistant, Ms. Lauren, attended the planning and zoning board meeting last week, and was instrumental in developing tonight's agenda. The new receptionist, Ms. Judy, has been successfully routing calls, inputting citizen requests into iWorqs, and assisting in processing BTR payments. BTR collection has continued. Of the 275 registered businesses, 232 have paid, or about 79%. Delinquent notices will be sent out this week. Included in your mailbox today is information about a public information meeting being hosted by FDOT at the Malabar Baptist Church on November 29<sup>th</sup> from 5:30 -7 PM. The meeting will discuss an upcoming project which will repave and improve the portion of Highway 1 between Century Oaks Circle and Myers Drive (South of Conlan). Waste Pro USA informed us today that they will be unable to provide Solid Waste service on Friday, as the County Landfill will be closed Friday and Saturday in observance of Veterans Day. Residents have been informed via our website and Facebook. Also, Florida Communities Trust has approved the spending of the Fern Creek funds with the submission of our annual stewardship report and an agreement to update the management plan. We are working with the contractor to have the pavilion installed at Eschenburg Park, and our Public Works team will work to rebuild a wooden footbridge in the Disc Golf Sanctuary.

**9. PUBLIC COMMENTS:** Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required) - None

**Agenda Amended to hear 12.i before Public Hearings**

**12.i. Florida Loan Council Loan Offers (Resolution 18-2023)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS \$3,500,000 CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2023, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND ACQUISITION OF CERTAIN CAPITAL PROJECTS, AS MORE FULLY DESCRIBED HEREIN; AUTHORIZING THE NEGOTIATED SALE OF SUCH NOTE TO WEBSTER BANK, NATIONAL ASSOCIATION, PURSUANT TO THE TERMS AND CONDITIONS OF A LOAN AGREEMENT BY AND AMONG THE FLORIDA MUNICIPAL LOAN COUNCIL, THE TOWN OF MALABAR,

FLORIDA, AND WEBSTER BANK, NATIONAL ASSOCIATION; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT; DESIGNATING THE NOTE AS A "QUALIFIED TAX-EXEMPT OBLIGATION;" MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH NOTE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12.i.

Resolution read by title only.

Staff Comments: ITM Morrell states that this has been a long process, beginning with the surficial pavement assessment. The Capital Plan incorporated the information gathered in the assessment, and we can use the funding from this loan to accomplish these goals. We bought the offer through PRAG, and Webster National had the best rate. There is a prepay penalty before 2031. It is a fixed rate, with three annual payments, interest in April and October, and principal in October. We could raise these funds over the next few years, but it is likely the rates for service will increase, and if we bundle the projects, we are more likely to get qualified bidders. If we complete the roads and have funds left, we can request to use the funds elsewhere.

**MOTION: CM Vail/CM Hofmeister to adopt Resolution 18-2023.**

Discussion: Mayor Reilly asks for Council discussion.

**ROLL CALL VOTE: CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, ; CM Acquaviva, Excused; Motion 4-0.**

**10. PUBLIC HEARINGS/SPECIAL ORDERS: 5**

**10.a. FIRST READING – Small Scale Comprehensive Plan Amendment Changing the Future Land Use Map designation from Residential/Limited Commercial (R/LC) to Commercial General (CG) for the 2.54 acre Parcel 28-38-31-54-D-4 (Ordinance 2023-06).**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT CHANGING THE FUTURE LAND USE DESIGNATION OF THE PROPERTY DESCRIBED HEREIN FROM RESIDENTIAL/LIMITED COMMERCIAL (R/LC) TO COMMERCIAL GENERAL (CG) FOR THE 2.54 ACRE (+/-) PROPERTY WITH THE FORMER PARCEL ID'S OF 28-38-31-54-D-4 AND 28-38-31-54-D-6, WHICH HAS BEEN JOINED INTO ONE PARCEL WITH THE PARCEL ID OF 28-38-31-54-D-4; PROVIDING FOR AMENDMENT TO THE OFFICIAL TOWN LAND USE MAPS; PROVIDING FOR INCORPERATION INTO THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF EXISTING ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.a.

Ordinance Read by title only.

Applicant Mr. Carmine, 3916 Lakeside Lane, Grant – States this is about the property across the street. He has joined the parcels and hopes to unify the zoning. Eventually they would like to build a building, but first the goal is to fence it, and sell boats.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff: Clerk states this Ordinance would change the Comprehensive Plan and FLUM for parcel 28-38-31-54-D-4 from R/LC to CG. The Planning and Zoning Board heard this request at their 10/25/2023 Meeting. It has been recommended unanimously to be approved with no special conditions.

**MOTION: CM Vail/CM Scardino to approve the first reading of Ordinance 2023-06.**

Discussion: None

**ROLL CALL VOTE: CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Excused; CM Vail, Aye; CM Clevenger, Aye. Motion Carries 4-0.**



**10.b. FIRST READING – Amending the Town Zoning Map designation from Residential/Limited Commercial (R/LC) to Commercial General (CG) for the 2.54 acre Parcel of 28-38-31-54-D-4 (Ordinance 2023-07)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE TOWN ZONING MAP FOR THE 2.54 ACRE (+/-) PROPERTY WITH THE FORMER PARCEL ID'S OF 28-38-31-54-D-4 AND 28-38-31-54-D-6, WHICH HAS BEEN JOINED INTO ONE PARCEL WITH THE PARCEL ID OF 28-38-31-54-D-4 MALABAR, FLORIDA, FROM RESIDENTIAL/LIMITED COMMERCIAL (R/LC) TO COMMERCIAL GENERAL (CG); PROVIDING FOR AMENDMENT TO THE OFFICIAL TOWN ZONING MAPS; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.b.

Ordinance read by title only.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff: Staff: Clerk states that Planning and Zoning Board heard this request at their 10/25/2023 Meeting. It has been recommended unanimously to be approved with no special conditions. This is a companion Ordinance to Ordinance 2023-06.

**MOTION: CM Vail/CM Hofmeister to approve the first reading of Ordinance 2023-07.**

Discussion: None

**ROLL CALL VOTE: CM Hofmeister, Aye; CM Acquaviva, Excused; CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye. Motion Carries 4-0.**

**10.c. FIRST READING – Small Scale Comprehensive Plan Amendment Changing the Future Land Use Map designation from Residential/Limited Commercial (R/LC) to Commercial General (CG) for the 2.26 acre Parcel 28-38-31-00-253, or 1080 Highway 1 in Malabar, Florida. (Ordinance 2023-08)**

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; PROVIDING FOR A SMALL SCALE COMPREHENSIVE PLAN AMENDMENT CHANGING THE FUTURE LAND USE DESIGNATION OF THE PROPERTY DESCRIBED HEREIN FROM RESIDENTIAL/LIMITED COMMERCIAL (R/LC) TO COMMERCIAL GENERAL (CG) FOR THE 2.26 ACRE (+/-) PROPERTY WITH THE ADDRESS OF 1080 HIGHWAY 1 IN TOWNSHIP 28, RANGE 38, SECTION 31, SUBDIVISION 00, LOT 253, MALABAR, FLORIDA; PROVIDING FOR AMENDMENT TO THE OFFICIAL TOWN LAND USE MAPS; PROVIDING FOR INCORPORATION INTO THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR THE REPEAL OF EXISTING ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.c.

Ordinance read by title only.

Applicant, Burce Moia, MBV Engineering – He states the request would conform to the existing zoning north. They are 2 properties away from the nearest home. They also plan to bring in city water. The owner hopes to develop the property into a storage facility.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff: This Ordinance would change the Comprehensive Plan and FLUM for the parcel at 1080 Highway 1 from R/LC to CG. Clerk states that Planning and Zoning Board heard this request at their 10/25/2023 Meeting. It has been recommended by a 3-2 vote to be approved with no special conditions.

**MOTION: CM Vail/CM Clevenger to approve the first reading of Ordinance 2023-08.**

Discussion: CM Vail asks if the approval could be contingent on site plan approval? Attorney states no we cannot. CM Hofmeister asks about ingress and egress off of US 1. Attorney states that would be from the state. Mayor Reilly states it is compatible with the surrounding area. CM

Vail states there will still be a buffer from the CG to a residence. Mayor Reilly asks if this parcel has land on the East side of US 1? Clerk Kohler states they do not

**ROLL CALL VOTE: CM Acquaviva, Excused; CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye. Motion Carries 4-0.**

**10.d. FIRST READING – First Reading - Amending the Town Zoning Map designation from Residential/Limited Commercial (R/LC) to Commercial General (CG) for the 2.26 acre Parcel 28-38-31-00-253, or 1080 Highway 1 in Malabar, Florida. (Ordinance 2023-09)**  
AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; AMENDING THE ZONING MAP FOR THE 2.26 ACRE (+/-) PROPERTY WITH THE ADDRESS OF 1080 HIGHWAY 1 IN TOWNSHIP 28, RANGE 38, SECTION 31, SUBDIVISION 00, LOT 253, MALABAR, FLORIDA, FROM RESIDENTIAL/LIMITED COMMERCIAL (R/LC) TO COMMERCIAL GENERAL (CG); PROVIDING FOR AMENDMENT TO THE OFFICIAL TOWN ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.e.

Ordinance read by title only.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff: Clerk states that Planning and Zoning Board heard this request at their 10/25/2023 Meeting. It has been recommended by a 3-2 vote to be approved with no special conditions. This is a companion Ordinance to Ordinance 2023-08.

**MOTION: CM Vail/CM Clevenger to approve the first reading of Ordinance 2023-09.**

Discussion: None

**ROLL CALL VOTE: CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Excused; Motion Carries 4-0.**

**10.e. FIRST READING – Fiscal Year 2022/2023 Budget Amendment (Ordinance 2023-10)**  
AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PERTAINING TO A BUDGET AMENDMENT IN THE FISCAL YEAR 2022/2023 TO PROVIDE FOR ACTUAL REVENUES RECEIVED; PROVIDING FOR THE UNSPENT BUDGETED FUNDS DUE TO REDUCED EXPENDITURES; PROVIDING DIRECTION TO REALLOCATE SUCH EXCESS FUNDS TO DESIGNATED RESTRICTED RESERVES FOR THE BUILDING DEPARTMENT, PARKS AND RECREATION, AND THE STATE & LOCAL FISCAL RECOVERY FUND; PROVIDING THE SHIFTING OF UNSPENT MONIES BETWEEN DEPARTMENTS TO BALANCE THE EXPENDITURES; PROVIDING REMAINING EXCESS FUNDS TO RESERVES ON DEPOSIT; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 10.e.

Ordinance read by title only.

PUBLIC HEARING OPENED.

PUBLIC HEARING CLOSED.

Staff: ITM Morrell states this is the final budget amendment for the last fiscal year. The auditors will review this during their final year. We adopted a 6.9 million budget but brought in 3.9 million dollars due to not seeking a loan last year. Expenditures were budgeted for 6.9 million dollars but spent 2.8 million dollars. Some of the left-over funds are restricted, such as Building, ARPA, and Stormwater. This Ordinance will clean up the year-end finances. We do need to begin to spend down the Building Department fund, or we will have to begin issuing refunds. ITM has suggested rolling forward some funds to assist in equipment purchases in Public Works and Fire. She has designated 200k into the Disaster relief fund. The fund was very low in the past. We are hoping to correct that moving forward. CM Vail states that the Town used to rely on reserves to cover any emergencies, but that process has gotten long. Having an emergency

fund would expedite the process in case of emergency. 163k to be assigned to a new Town Hall fund if Council approves with Council's approval. Technically, we are all parked in the street outside of our building, and we do not meet the setback requirement we enforce.

**MOTION: CM Vail/CM Scardino to approve the first reading of Ordinance 2023-10.**

Discussion: CM Vail asks if TIFT funds are set to expire. ITM Morrell states she believes we are not in danger of losing any funds. She believes there is about 53k in that fund. ITM Morrell states that in the last fiscal year, we received 0 payments for lane paving assessments.

**ROLL CALL VOTE: CM Clevenger, Aye; CM Scardino, Aye CM Hofmeister, Aye; CM Acquaviva, Excused; CM Vail, Aye: Motion Carries 4-0.**

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

**11.a. Site Approval of New Commercial Building property known as: 6795 Babcock Street, Malabar FL 32950 AKA: Parcel ID # 29-3710-00-318 Commercial General (CG) property 1.26 acres.**

Exhibit: Agenda Report Number 11.a.

Applicant Bowman Consulting Group – Zachary Keninos 4450 W. Eau Gallie – proposes a warehouse including an office for Soffit. There will be 16 parking spots, including one handicapped. Palm Bay is providing water, they will have a septic tank, and the driveway and drainage have been approved by SJRMD and FDOT.

Staff: Clerk states that the Planning and Zoning Board heard this item at their 10/25/2023 meeting and voted unanimously to recommend approval. The Town Engineer, building official and Fire Marshall both have provided written approval of the proposal.

**MOTION: CM Hofmeister/CM Clevenger to approve the site plan for 6795 Babcock Street.**

Discussion: Mayor Reilly states this has only come to Council due to the Code requirement. CM Scardino asks about a traffic count? ITM Morrell states that our code does not include a trip counter for a proposal like this.

**VOTE: Passes (3-1) Scardino - Nay**

## **12. ACTION ITEMS:**

**ORDINANCES for FIRST READING: 0**

**RESOLUTIONS: 9**

**MISCELLANEOUS: 4**

**12.a. Town Manager Contract (Resolution 10-2023)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF LISA MORRELL AS THE TOWN MANAGER; PROVIDING FOR DUTIES, REMUNERATION AND BENEFITS; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12.a.

Resolution read by title only.

Staff: Clerk Kohler states the only increase was 5k to the salary. Attorney Bohne states there were some minor changes in the legalese. ITM Morrell states that one difference is a 90-day separation. She is also planning to use the car allowance for Town Hall celebration expenses. We sometimes lose track of birthdays and events; this will allow for the Town Manager to assist in these areas. She states it was a pleasure to work with

**MOTION: CM Hofmeister/CM Scardino to adopt Resolution 10-2023**

Discussion: None.

**ROLL CALL VOTE: CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Excused; CM Vail, Aye; CM Clevenger, Aye; Motion Carries 4-0.**

**12.b. Appoint Wayne Abare to the Planning and Zoning Board (Resolution 11-2023)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF WAYNE ABARE TO THE MALABAR PLANNING AND ZONING BOARD AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12.2.

Resolution read by title only.

**MOTION: CM Hofmeister/CM Vail to adopt Resolution 11-2023.**

Discussion: None

**ROLL CALL VOTE: CM Hofmeister, Aye; CM Acquaviva, Excused; CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye. Motion Carries 4-0.**

**12.c. Appoint Liz Ritter to the Planning and Zoning Board (Resolution 12-2023)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF LIZ RITTER TO THE MALABAR PLANNING AND ZONING BOARD AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12.c.

Resolution read by title only.

**MOTION: CM Hofmeister/CM Clevenger to adopt Resolution 12-2023.**

Discussion: None

**ROLL CALL VOTE: CM Acquaviva, Excused; CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye. Motion Carries 4-0.**

**12.d. Appoint Murray Hann to the Trails and Greenways Committee (Resolution 13-2023)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF MURRAY HANN TO THE MALABAR TRAILS AND GREENWAYS COMMITTEE AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12.d.

Resolution read by title only.

**MOTION: CM Vail/CM Hofmeister to adopt Resolution 13-2023.**

Discussion:

**ROLL CALL VOTE: CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Excused; Motion Carries 4-0.**

**12.e. Appoint Hans Kemmler to the Parks and Recreation Board (Resolution 14-2023)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF HANS KEMMLER TO THE MALABAR PARKS AND RECREATION BOARD AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12.e.

Resolution read by title only.

**MOTION: CM Scardino/CM Vail to adopt Resolution 14-2023.**

Discussion: None

**ROLL CALL VOTE: CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Excused; CM Vail, Aye; Motion Carries 4-0.**

**12.f. Appoint Eric Bienvenu to the Parks and Recreation Board (Resolution 15-2023)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF ERIC BIENVENU TO THE MALABAR PARKS AND RECREATION BOARD AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12.f.

Resolution read by title only.

**MOTION: CM Vail/CM Scardino to adopt Resolution 15-2023.**

Discussion: None

**ROLL CALL VOTE: CM Scardino, Aye; CM Hofmeister, Aye; CM Acquaviva, Excused; CM Vail, Aye; CM Clevenger, Aye; Motion Carries 4-0.**

**12.g. Appoint Charles "Chuck" Frazee to the Board of Adjustment (Resolution 16-2023)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF CHARLES "CHUCK" FRAZEE TO THE MALABAR BOARD OF ADJUSTMENT AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12.g.

Resolution read by title only.

**MOTION: CM Hofmeister/CM Scardino to adopt Resolution 16-2023.**

Discussion: None

**ROLL CALL VOTE: CM Hofmeister, Aye; CM Acquaviva, Excused; CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye. Motion Carries 4-0.**

**12.h. Appoint David Sowards to the Board of Adjustment (Resolution 17-2023)**

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE APPOINTMENT OF DAVID SOWARDS TO THE MALABAR BOARD OF ADJUSTMENT AS A REGULAR MEMBER; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 12.h.

Resolution read by title only.

**MOTION: CM Vail/CM Hofmeister to adopt Resolution 17-2023.**

Discussion: None

**ROLL CALL VOTE: CM Acquaviva, Excused; CM Vail, Aye; CM Clevenger, Aye; CM Scardino, Aye; CM Hofmeister, Aye. Motion Carries 4-0.**

**Agenda Item 12.i. was moved to before Public Hearings.**

**12.j. Tri-Party Development Agreement for 3350 Henderson Drive**

Staff Comments: Attorney Bohne states that he has drafted this document because there is property that is only accessible from Grant Valkaria. We have drafted the agreement, and once we sign it the Town of Grant and the property owner will have to sign it as well. The property will be developed by Malabar Codes, but the roads will meet Grant Valkaria codes.

Applicant: Mr. Radencic 2575 Gradick Drive – States he doesn't understand the purpose, as Grant only allows 2 homes. Attorney Bohne states it is just an agreement as to how we got here. Mr. Radencic states that he has been put very far behind and will now have to pay. Mayor Reilly states that Malabar Code requires a Town Accepted Road to the furthest extent of the lot, and this provides a path for that. He would like to expedite the process. Attorney Bohne states he can

e-record it. Applicant states he feels surprised that this had to take place. Attorney Bohne states he wrote the agreement quickly when he was requested.

**MOTION: CM Vail/CM Scardino to approve Tri-Party Development Agreement.**

Discussion: None

**VOTE: All Ayes (4-0)**

**12.k. Approval of Medical Director Contract (Interim Chief Giantonio)**

Staff Comments: TM Morrell states that this contract will continue services with Dr. Dudley for the increased rates shown in the agenda report. Dr. Dudley is the Medical Director for about 90% of the County.

**MOTION: CM Hofmeister/CM Vail to approve the three-year agreement for medical director services as presented and authorize the Town Manger to execute the contract with Brevard Physician Associates, PLLC the current employer for, Dr. Larissa Dudley, medical director of record for the Town of Malabar.**

Discussion: None

**VOTE: All Ayes (4-0)**

**12.I. Town of Malabar Town Treasurer (CM Vail)**

Staff Comments: Clerk states this item was requested to be brought to this meeting by CM Vail. Staff is seeking direction on who Council wishes to fill the Town Treasurer Role. Council may wish to promote internally by combining the Clerk and Treasurer roles, and hire a paymaster to assist the Treasurer, or they may wish to hire a dedicated Town Treasurer. The position was posted last year for several months. The Job Description used is included in the agenda packet for reference.

Discussion: CM Vail states there was discussion at the last meeting about the combining of the Clerk and Treasurer. All of our employees wear many hats, and he wants to make sure any decisions we make will not slow Lisa down. CM Scardino asks if we could contract it out? CM Hofmeister states she would like to see it posted. TM Morrell states we could contract it out, but the transition could take a while, and we would have to put out a bid. CM Vail states now that we have added employees, do we have enough staff in house to accomplish this? CM Hofmeister asks if any of the applicants from the previous posting would be fitting? CM Scardino suggests having Kohler as the Clerk/Treasurer and contracting out payroll. TM Morrell states that the taxes and liabilities would still be on the Town. If the interest is in posting, we can call the person from a past interview. TM Morrell states that she needs Council direction on how to proceed. Mayor Reilly states he would like to have Lisa only train one person. Mayor Reilly states he would like to have Mr. Köhler do the position. CM Scardino suggests making Köhler the combined position and hiring a Paymaster. CM Vail asks what position should be posted, paymaster or treasurer? TM Morrell states that the Org Chart has a position budget for a Treasurer. The 90k manager is up 15k, treasurer position is -100k and Clerk is under 60. Continuity of operations is a huge factor. She believes Köhler can oversee the project but would do well with a subordinate. The Town can also use a dedicated treasurer. The majority of the treasurer position would be doing the paymaster. CM Clevenger suggests he feels we should post for a treasurer. CM Hofmeister and Scardino agree. Consensus reached to post an advertisement for the Town Treasurer Position.

**12.m. Schedule Joint Workshop between Town Council and the Planning and Zoning Board for potential amendments to the Comprehensive Plan (Mayor Reilly)**

Discussion: Mayor Reilly states he and Staff have been meeting with developers for the last few months, and many are interested in the 10-acre parcels on Malabar Road in the West of Town. He would like to revisit the area in a similar manner to how the Town did the R/LC. Vail, Scardino and Hofmeister all suggest a later date, as they will be travelling. CM Vail suggests December 11<sup>th</sup>. The Mayor will be at an event. Mayor suggests a Tuesday in November. CM Scardino

suggests scheduling it for 6:30 PM before the 11/20/2023 RTCM. TM Morrell states that for a joint workshop, would both boards have to have a quorum. Mayor Reilly requests the meeting be dependent on getting a quorum from PZ.

**VOTE: All Ayes (4-0)**

13. **DISCUSSION/POSSIBLE ACTION: None**
14. **PUBLIC COMMENTS: General Items (Speaker Card Required)**
15. **REPORTS – MAYOR AND COUNCIL MEMBERS**

**CM Acquaviva: Excused**

**CM Vail:** Allowed 600,000 per year in increase. We promised these residents we would be making major improvements with these increased taxes. He wants to stand true to his promise to his constituents to improve the roads and drainage. He also is also now aware of the 90 day notice, should we update our current contracts to the same? Mayor Reilly states Florida is a right to work state, it wont make much of a difference.

**CM Clevenger: None**

**CM Scardino:** Asked about the fire on Atz Road. Chief Giantonio states that the Town responded. The debris pile is about 2.5 stories high, and about 1 acre wide. There are conflicting reports on the cause of the fire. Multiple units responded to protect the surrounding area. The owner is using their heavy equipment to mitigate the issues, but it will likely continue burning for a while. CM Scardino asks if the pile is a danger? Chief states yes, we were lucky. CM Scardino asks if the facility is permitted to do what he is. TM Morrell states she is unaware, but will investigate. She has heard it is agriculture, and that the owner was told it is okay. She will investigate the incident further once the fire is out. There is great concern about a 2.5 story mulch pile.

**CM Hofmeister:** She inquired about the possibility of combining the Parks and Recreation and Trails and Greenways. Please put it on the next agenda.

**Mayor Reilly:** November 15<sup>th</sup> he is presenting from the Town of Malabar to the DOT.

16. **ANNOUNCEMENTS:** (1) Vacancy on the Planning & Zoning Board; (3) Vacancies on the Parks and Re4creation Board; (1) Vacancy on the Board of Adjustment; (1) Vacancy on the Trails and Greenways Committee.
17. **ADJOURNMENT:** There being no further business to discuss and without objection, the meeting was adjourned at 9:30 P.M.

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

ATTEST:

\_\_\_\_\_  
Richard W. Kohler  
Town Clerk

Date Approved: 10/02/2023

# TOWN OF MALABAR

## Regular Town Council Meeting

AGENDA ITEM NO: 5.b  
Meeting Date: November 20<sup>th</sup>, 2023

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT:** Approve Minutes of 11/9/2023 STCM

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**BACKGROUND/HISTORY:**

Summary of actions at Town Council Meetings

**ATTACHMENTS:**

- Draft Minutes of the STCM of 11/9/2023

**ACTION OPTIONS:**

Review



**MALABAR TOWN COUNCIL SPECIAL MEETING  
NOVEMBER 09, 2023, 7:00 PM**

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

**1. CALL TO ORDER:**

The meeting was called to order at 7:00 pm by Mayor Reilly. The P&P was led by Mayor Reilly.

**2. ROLL CALL:**

COUNCIL CHAIR  
VICE-CHAIR:  
COUNCIL MEMBERS:

MAYOR PATRICK T. REILLY  
DAVID SCARDINO  
MARISA ACQUAVIVA - EXCUSED  
BRIAN VAIL  
JIM CLEVINGER  
MARY HOFMEISTER  
LISA MORRELL – EXCUSED  
RICHARD KOHLER

TOWN MANAGER:  
TOWN CLERK:

**3. CERTIFY THE UNOFFICIAL ELECTION RESULTS**

Clerk Kohler states that there were no candidates on the ballot for this election as Districts 4 and 5 were unopposed. District 4 incumbent CM Dave Scardino will be sworn in to serve his third consecutive two-year term. District 5 incumbent CM Mary Hofmeister was unopposed and will be sworn in to serve her second consecutive two-year term.

**CM Vail/CM Clevenger Motion to accept unofficial election results. 4-0 (All Ayes)**

**4. SWEAR IN COUNCIL**

Mayor Reilly asks CM David Scardino to the podium and raise his right hand and read the Oath of Office.

Mayor Reilly then asks CM Mary Hofmeister to the podium and raise her right hand and read the Oath of Office.

CM Vail thanked both CMs for their continued service to the Town.

**5. ADJOURNMENT**

Without objection, Chair adjourned the meeting at 7:05 PM.

**TOWN OF MALABAR**

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

ATTEST:

\_\_\_\_\_  
Richard W. Kohler,  
Town Clerk

11/20/2023  
Date Approved

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

### AGENDA ITEM NO: **5.C.**

Meeting Date: November 20<sup>th</sup>, 2023

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Final Approval of Contract for Pavilion at Eschenburg Park**

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#### **BACKGROUND/HISTORY:**

The Town of Malabar was previously awarded \$40,445.00 from the Florida Communities Trust (FCT) for improvements made at Fern Creek Park. The agreement for the award required the Town to make several specific improvements to FCT properties. These requirements were found to be financially unrealistic, so Staff requested an opportunity to amend the agreement. FCT indicated it would be receptive to an amended agreement showing the expenditures and expected completion dates. The Parks and Recreation Board has discussed these funds, and recommended to Council that they be spent on the following projects:

- 12' x 24' Pavilion at Eschenburg Park.
- 40' x 4' foot bridge in the Disc Golf Sanctuary.

Council approved the proposal at the 6/5/2023 RTCM. Staff has received approval from FCT, and a final quote from ProPlaygrounds.

#### **ATTACHMENTS:**

Contract #19180.

#### **ACTION:**

Direct Staff to proceed with the purchase and installation of a pavilion at Eschenburg Park, purchased using FCT designated funds, from Legacy Construction Services Group INC. DBA Pro Playgrounds, 1563 Capital Circle SE, #144, Tallahassee, FL, 32301.



Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

**CONTRACTOR:** Legacy Construction Services Group Inc  
D.B.A Pro Playgrounds **EIN:** 27-1850232  
**ADDRESS:** 1563 Capital Circle SE,# 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301  
**CONTACT:** Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150  
**TOTAL CONTRACT AMOUNT:** \$39,999.00  
**PROJECT NAME:** Eschenburg Park Pavilion **AGREEMENT #:** 19180  
**PROJECT ADDRESS:** 1800 Weber Rd. Malabar, Fl 32950

**OWNER:** Town of Malabar  
2725 Malabar Rd.  
Malabar, Fl 32950

**THIS AGREEMENT** made and entered into on this the 10th day of November, 2023, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Town of Malabar, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

**WITNESSETH**

**WHEREAS** Owner desires to:

Supply and install 1x 12x24 Gable pavilion, incl eng dwgs and permitting

at the address known as Eschenburg Park, 1800 Weber Rd. Malabar Fl 32950, hereinafter referred to as "Property"

**AND WHEREAS** Contractor warrants being qualified and capable of performing and completing the Work specified herein,

**NOW THEREFORE**, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

**ARTICLE 1 – SCOPE OF WORK**

1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Supply and install 1x 12x24 Gable pavilion, incl eng dwgs and permitting; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

- 1. 2D/3D Site Plans.
- 2. Estimates.

Contractor Initial PA

Owner Initial \_\_\_\_\_



Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

- 3. Insurance Certificates.
- 4. Manufactures Warranties.

- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.
- 1.5 Contractor shall not be responsible for any unforeseen soil anomalies or differing site conditions, should soil abnormalities be encountered, including rock, muck or any other items that may create additional work or installation difficulties, those costs shall be adjusted via a change order. Owner is responsible for all geotechnical investigation.

**ARTICLE 2 – PROSECUTION OF THE WORK**

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by March 14, 2024. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 7-10 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
  - Contractor shall be responsible for acquiring necessary permits for this project.
  - Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
  - Owner shall be responsible for the costs of all permits and related drawings and requirements.
  - Contractor shall be responsible for the costs of all permits and related drawings and requirements.

Contractor Initial PA

Owner Initial \_\_\_\_\_



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**ARTICLE 3 – WORKMANSHIP**

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

**ARTICLE 4 – PREMISES**

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

**ARTICLE 5 – INSURANCE AND BONDING**

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:
  - 1.  Comprehensive General Liability Insurance with the following limits:
    - a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
    - b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate

Contractor Initial PA

Owner Initial \_\_\_\_\_



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- 2.  Worker's Compensation & Employers Liability with the following limits:
  - a) Each Accident - \$1,000,000
  - b) Disease - \$100,000/employee; \$500,000/policy limit
- State of Florida Workers Compensation Exemption
- 3.  Commercial Automobile Insurance with the following limits:
  - a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
  - b) Property Damage - \$1,000,000/accident
  - c) Personal Injury Protection (PIP) - \$10,000/person

5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

**ARTICLE 6 – CHANGES IN THE WORK**

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Orders(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.
- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

**ARTICLE 7 – DEPOSITS**

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts

Contractor Initial PA

Owner Initial \_\_\_\_\_



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or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.

7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled, and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.

- Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- Owner shall provide Contractor with a deposit in the amount of \$ \_\_\_\_\_ of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

**ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE**

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor’s completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor’s expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

**ARTICLE 9 - PAYMENT**

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIA G702–1992, Application and Certificate for Payment **OR** via other traditional invoicing methods.

Contractor Initial PA

Owner Initial \_\_\_\_\_



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- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month or 1.5%; whichever is greater, beginning 10 days after missed, late or partial payment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

**ARTICLE 10 – RELEASE OF LIENS**

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien wavier for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

**ARTICLE 11 – WARRANTIES**

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s) and supplier(s) written guarantees and warranties covering equipment and materials furnished in this

Contractor Initial PA

Owner Initial \_\_\_\_\_





Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.

11.5 All warranties become null and void if the project is not paid for in full.

**ARTICLE 12 – DISPUTE RESOLUTION**

12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.

12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

**ARTICLE 13 – SEVERABILITY**

13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

**ARTICLE 14 – MISCELLANEOUS ADDITIONS AND PROVISIONS**

14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Contractor** also warrants, agrees to and/or acknowledges the following:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, **Owner** also warrants, agrees to and/or acknowledges the following:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this the 10th day of November, 2023.

**CONTRACTOR:** Legacy Construction Services Group Inc.

**OWNER:** Town of Malabar

Contractor Initial PA

Owner Initial \_\_\_\_\_



Legacy Construction Services Group Inc  
DBA Pro Playgrounds  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

*Paul Adrianse*

*(Signature of Contractor)*

**Name/Title:** Alana Adrianse, President

**Address of Contractor:**  
Legacy Construction Services Group Inc.  
1563 Capital Circle SE, #144  
Tallahassee, FL 32301

*(Signature of Owner)*

**Name/Title:** Richard Kohler, Town Clerk

**Address of Owner:**  
Town of Malabar  
2725 Malabar Rd.  
Malabar, Fl 32950

Contractor Initial PA

Owner Initial \_\_\_\_\_



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

**Quote**

<b>Project Name</b>
Eschenburg Park Pavilion



<b>Date</b>	<b>Estimate #</b>
11/7/2023	19180

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

<b>Ship To</b>
1800 Weber Rd. Malabar, FL 32950



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
	Supply and install 1x 12x24 Gable pavilion, incl eng dwgs and permitting			
CSSD	<b>**SHELTER**</b> Steelworx Shelter, 12x24 GABLE style with 8'eave, 4:12 pitch, powdercoated, 24ga multirib roofing, 4 columns	1	14,492.75	14,492.75
CLR	Colors: Frame Matte Black, Roof Patina Green			0.00
ENGDRAW	Engineered Drawings for Permitting	1	1,020.00	1,020.00
Shipping	Combined Shipping and Freight Charges	1	4,798.80	4,798.80
	<b>**Raw Materials**</b>			
RMC	Ready Mix Concrete 2500 PSI MIN	7	195.00	1,365.00
RBAR5	No. 5 Rebar	300	1.75	525.00
	<b>**Labor and Installation**</b>			
FLIFTDAY	Telescopic Fork Lift Daily Rental	1	1,308.10	1,308.10
DELFEE	Equipment Delivery / Pick Up Fees	1	300.00	300.00
LBR	Labor and Installation	1	16,689.38	16,689.38
PT	Portable Toilet	1	150.00	150.00
TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	1	725.00	725.00

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>
<b>Sales Tax: (7.5%)</b>
<b>Total:</b>

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



Pro Playgrounds  
8490 Cabin Hill Road  
Tallahassee, FL 32311

### Quote

<b>Project Name</b>
Eschenburg Park Pavilion



<b>Date</b>	<b>Estimate #</b>
11/7/2023	19180

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

<b>Ship To</b>
1800 Weber Rd. Malabar, FL 32950



**WE WILL BEAT ANY PRICE BY 5%!**

Item	Description	Qty	Cost	Total:
ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	1	1,500.00	1,500.00
DSC	Discount		-2,875.03	-2,875.03

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

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature Name / Title Date

<b>Subtotal:</b>	\$39,999.00
<b>Sales Tax: (7.5%)</b>	\$0.00
<b>Total:</b>	<u>\$39,999.00</u>

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

# ESCHENBURG MEMORIAL PARK TRAIL SHELTER



ProPlaygrounds, The Play and Recreation Experts  
1-800-573-PLAY  
www.proplaygrounds.com

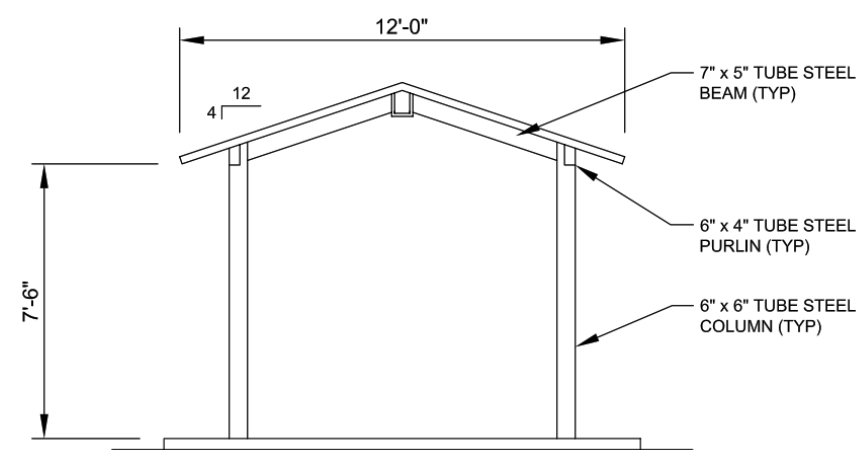
## SHELTER INFORMATION

### 12' X 24' STEELWORX GABLE SHELTER WITH EXTENDED EAVE

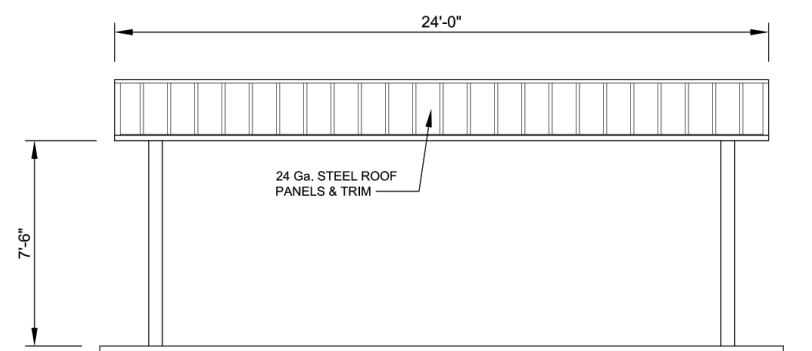
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Quantity: 1

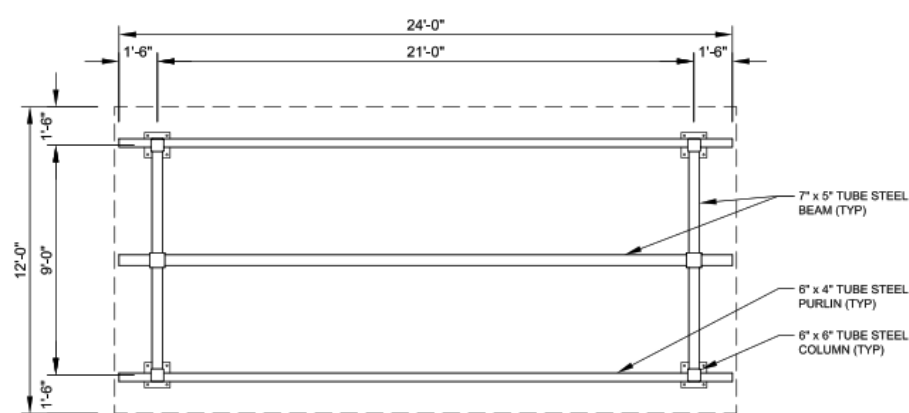
Size: 12' X 24'



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



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



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



### PROJECT NAME:

ESCHENBURG  
MEMORIAL PARK  
TRAIL SHELTER

### ADDRESS:

1800 WEBER RD,  
MALABAR, FL 32950

REVISION:

1

DRAWN BY: MM

DATE: 11.13.2023

SHEET 1 OF 1



Pro Playgrounds  
 8490 Cabin Hill Road  
 Tallahassee, FL 32311

# Invoice

Due Date	P.O. No.
12/13/2023	

Date	Invoice #
11/13/2023	4101
Terms	Project
Net 30	Eschenburg Park Pavilion

<b>Bill To</b>
Town of Malabar Richard Kohler 2725 Malabar Rd. Malabar, FL 32950



Qty	Item	Description	Amount
		Supply and install 1x 12x24 Gable pavilion, incl eng dwgs and permitting	
		<b>**SHELTER**</b>	
0.5	CSSD	Steelworx Shelter, 12x24 GABLE style with 8'eave, 4:12 pitch, powdercoated, 24ga multirib roofing, 4 columns	7,246.38
0.5	CLR	Colors: Frame Matte Black, Roof Patina Green	0.00
0.5	ENGDRAW	Engineered Drawings for Permitting	510.00
0.5	Shipping	Combined Shipping and Freight Charges	2,399.40
		<b>**Raw Materials**</b>	
3.5	RMC	Ready Mix Concrete 2500 PSI MIN	682.50
150	RBAR5	No. 5 Rebar	262.50
		<b>**Labor and Installation**</b>	
0.5	FLIFTDAY	Telescopic Fork Lift Daily Rental	654.05
0.5	DELFFEE	Equipment Delivery / Pick Up Fees	150.00
0.5	LBR	Labor and Installation	8,344.69
0.5	PT	Portable Toilet	75.00
0.5	TRSH	Fees for dumpsters, debris hauling or other trash/materials removal including spoils from excavations.	362.50
0.5	ISPERMIT	PERMIT - STATE OF FLORIDA - COST NOT INCLUDED IN PRICE, COST SHALL BE \$2000 OR 5% OF TOTAL PROJECT COST, WHICHEVER IS GREATER. PRICE DOES NOT INCLUDE COST OF ENGINEERING OR SEALED DRAWINGS.	750.00
0.5	DSC	Discount	-1,437.52

<b>Subtotal:</b>	\$19,999.50
<b>Sales Tax: (7.5%)</b>	\$0.00
<b>Balance Due:</b>	\$19,999.50
<b>Credits:</b>	\$0.00
<b>Balance Due:</b>	<u>\$19,999.50</u>

# TOWN OF MALABAR

## COUNCIL MEETING

### AGENDA ITEM NO: 12.a

Meeting Date: November 20, 2023

Prepared By: Lisa Morrell, Town Manager  
Through Robert Johns, Public Works Manager

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**SUBJECT: Procurement, Other Agency Contract, Slope Mower Replacement**

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#### **BACKGROUND/HISTORY:**

Direction from October 16, 2023 RTCM. Staff requested a quote from Kelly Tractor, for a new tractor and mowing attachment available on the Florida Sheriff's Association Contract for a Agricultural Tractor with Boom Mower 4x4 tractor; specifically, Item: 410, Massey Ferguson MF6712 w/Diamond Boom Mower

The replacement tractor is capable of rolling speeds of 2.4 MPH, coupled with a Diamond Mowers boom and rotary mower. The Diamond Mowers boom is also designed to protect from operator error, by allowing the boom arm to fold forward or back if it impacts a solid object such as a culvert end. The attachment point is also lowered compared to the Alamo boom to create a more stable platform. Total cost for the tractor, boom and mower is \$155,000. The Town will be able to purchase additional attachments for large diameter vegetation in the future. The primary purpose of this purchase is to provide the Town resumption of right of way (ROW) maintenance for slope mower that has been reported as inoperable for more than three (3) months.

The tractor is in stock and available to purchase from the Florida Sheriff's Association Contract FSA20-EQU18.0 and pursuant to the Town's Code of Ordinances, Article V. Purchasing, Section 2-108 **Exclusions and exceptions to bid and proposal requirements, section f:**

*Purchases of goods or services from contracts awarded by other governmental or not-for-profit entities by a formal competitive selection process.* The purchase of goods or services under a contract awarded by the United States Government or another governmental or not-for-profit entity by a formal competitive process is authorized provided the town manager makes a determination that time, expense and marketplace factors make it financially advantageous for the town to do so, will require approval by the town council.

#### **ATTACHMENTS:**

Kelly Tractor Quote  
Kelly Tractor Brochure

#### **FINANCIAL IMPACT:**

\$155,000

Use of Other Agency Contract, Total purchase price \$155,000.

Funding is available in Streets & Roads, Construction in progress \$664,000.

A budget Amendment will occur to move to 541.6400 Equipment in the future fiscal year amendment process. Funding from ARPA/SLFRF 525.3020 will be also reallocate to road paving in the amount of \$155,000 to ensure the priorities of Town Council

#### **ACTION OPTIONS:**

Motion to approve tractor and slope mower purchase totaling \$155,000 using the Florida Sherriff's Association Cooperative Purchasing Program contract FSA23-EQU21.0, Equipment from awarded contractor Kelly Tractor, headquartered at 8255 NW 58 St., Miami, Florida 33166.





October 30, 2023  
Town of Malabar

**REF: Florida Sheriff's Association Contract quote.**  
**Term: October 1, 2023 – September 30, 2025**  
**Contract: FSA23-EQU21.0, Equipment**  
**TRACTOR: Agricultural Tractor with Boom Mower 4x4**  
**Item: 441, Massey Ferguson MF6712 w/Diamond Boom Mower**

One new Massey Ferguson MF6712 Tractor equipped with Cab/AC and 4WD:

MF6712~ES Massey 6712 Tractor 120 Max HP, 115 Engine HP, 99 PTO HP  
Base Deluxe 12 X 12 Powershuttle with Electro-Hydraulic Shuttle Lever  
350-LL000 Without Loader Provision  
Base 540/540E1000 RPM Flanged PTO  
Base Category 2/3 Hitch with Telescopic Ball End Links  
Base Electric Controlled 3-Point Linkage with Draft Control  
Base 15.1 GPM Open Center Hydraulic System  
35-EN000 Without Creeper Gear  
40-CC024 A-Pillar Exhaust with Heat Shield  
50-KX044 3 Mechanical Controlled Spool Valves  
125-AE026 Air Suspended Swiveling Seat with Armrests  
140-AI019 Standard Cab Roof  
Base 2 Front and 2 Rear Roof Mounted Work Lights  
Base Telescopic Large Side Mirrors, and Internal Mirror  
Base Instructors Seat  
Base Dual Adjustment Steering Column (Tilting and Telescopic)  
Base Rear Wiper Washer  
275-TC025 English Language Operator's Manual  
70-Base Trelleborg Brand Tires  
75-W1182 460/85R38 (18.4R38) R1 Rear Tires  
380/85R28 (14.9R28) R1 Front Tires

**Diamond Mowers Specifications:**

DBM-C-N 22 Foot Rear Cradle Boom – includes boom, mounting hardware, 4-spool valve, four function joystick controls, transport lock, hydraulic actuator, auxiliary oil cooler, pump & grill guard, Lexan safety glass, and wheel weights.  
48-0003 Factory Authorized Mount – Rear Cradle Boom Mowers  
DBR050-H 50" Rotary Head



October 1, 2023  
Town of Malabar

**Contract Pricing**

BASE	Item# 441 BASE PRICE MF6S.145	\$236,671
MF6712	Downgrade to MF6712 4wd Cab w/AC Deluxe Tractor	<u>\$ -62,305</u>
22 FT BOOM	w/22 ft Rear Cradle Boom, 50 in Rotary Head, Four Function Joystick, and Factory Mount	
	MACHINE PRICE	\$174,366
	Less Additional Dealer Discount*	<u>\$ -19,366</u>
	<b>QUOTE PRICE TOTAL</b>	<b>\$155,000</b>

\*Discount applies to in-stock unit s/n AGCMC190TNC000095. Subject to availability.

**Available Diamond Mowers Options**

<u>Order Code</u>	<u>Description</u>	<u>List Price</u>	<u>10% Contract Discount</u>	<u>Quote Price</u>
DBR060-H	60" Rotary Head	\$16,714	\$-1,671	\$15,043
DBF044-H	44" Heavy Duty Flail Head	\$19,669	\$-1,967	\$17,702
DBF050-H	50" Heavy Duty Flail Head	\$20,175	\$-2,018	\$18,157
DBD022-H	Ditching Head	\$16,080	\$-1,608	\$14,472
44-1038	Q-Connect Boom Retrofit Kit*	\$1,057	\$-106	\$951
	*Only add if upgrade to the DBR060-H			
44-0348	Hydraulic Quick Coupler Kit*	\$1,975	\$-198	\$1,777
	*For Boom Heads, will come with three sets of hydraulic quick couplers one set for the boom and two additional sets for mowing heads.			

Thank you for consideration of our product. Quote is valid for thirty days.

Greg Bennett  
Governmental Sales  
Office 305-592-5360  
Direct 786-579-2651  
Cell 786-229-7037  
[greg\\_bennett@kellytractor.com](mailto:greg_bennett@kellytractor.com)  
[www.kellytractor.com](http://www.kellytractor.com)

# TRACTOR BOOM ATTACHMENTS



EXTEND YOUR REACH.





# ***BUILDING THE BEST.***

**At Diamond Mowers, we build the best. By that, we mean the toughest, safest, and most reliable products in the industry.**

We continuously enhance our products with designed innovation and a keen understanding of the customer application. We don't build what we want, we build what you need – durable, dependable and effective attachments.

With exceptional customer service and our strong reputation, we'll continue to build the best.

**DEMAND  
BRILLIANCE**

# What is a Tractor Boom?

**Tractor booms** are designed to clear ordinarily hard-to-reach trees and brush. They carry tools that perform a wide range of functions like mowing, sawing and mulching.

These booms and their attachments will add the versatility you need for everyday operations.



# OVERVIEW

## REAR CRADLE BOOM



The **Rear Cradle Boom** folds to the rear for clearance and visibility when in transport.

The method used to attach the Rear Cradle Boom to your tractor will depend primarily on your tractor's make and model. A variety of arm lengths are available to meet application needs and tractor capabilities.

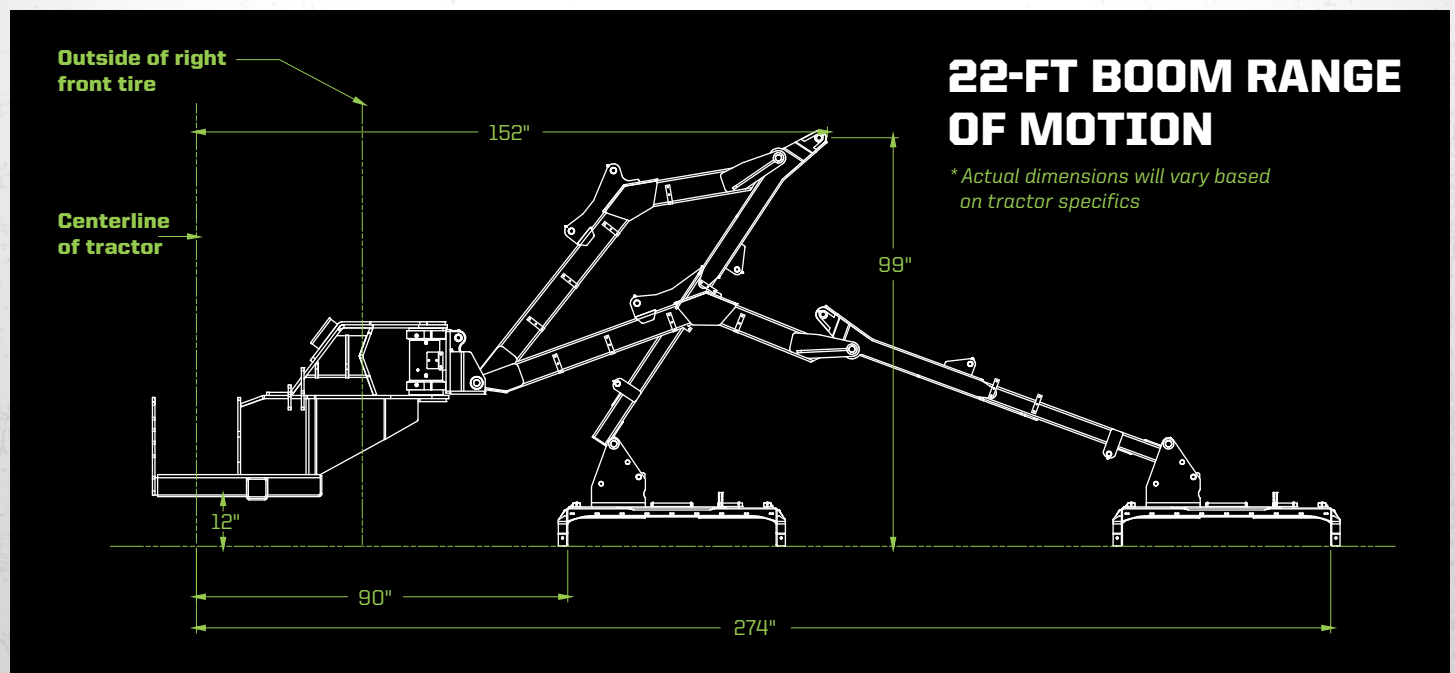
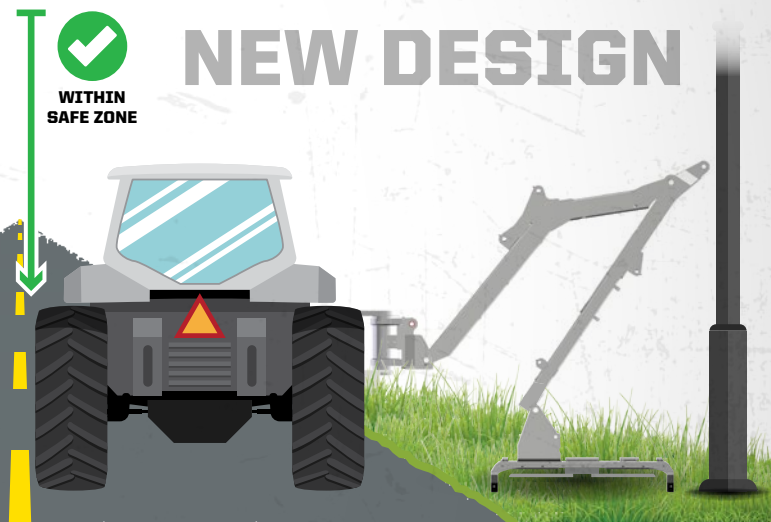
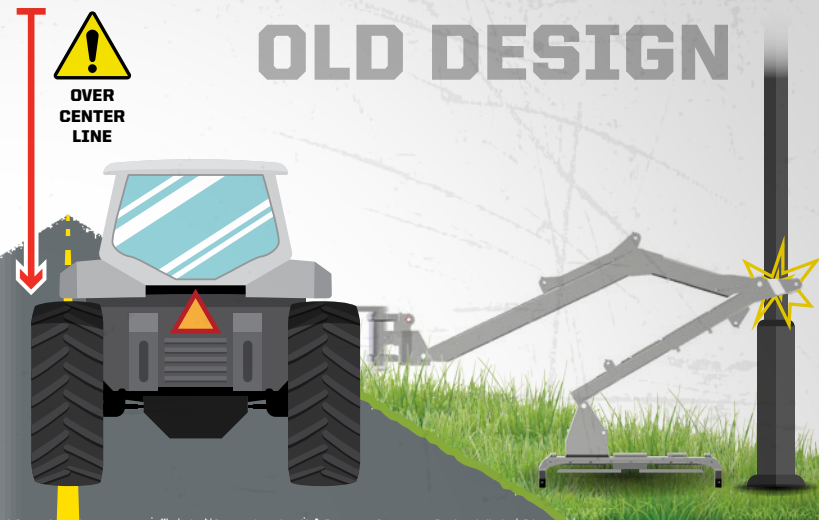
**AVAILABLE  
LENGTHS**

21-FT, 22-FT, 23-FT  
25-FT, 30-FT

# RANGE OF MOTION

Diamond's most popular 22-foot rear cradle boom has been reconfigured to position the cutter head **15" closer to the tractor\***.

This innovative design prevents the tractor from crossing the center line on narrow roads, making it an ideal solution for maintaining the grass on a road shoulder. Additionally, the pin connection between the primary and secondary booms is out of the way when the head is pulled in close to the tractor.

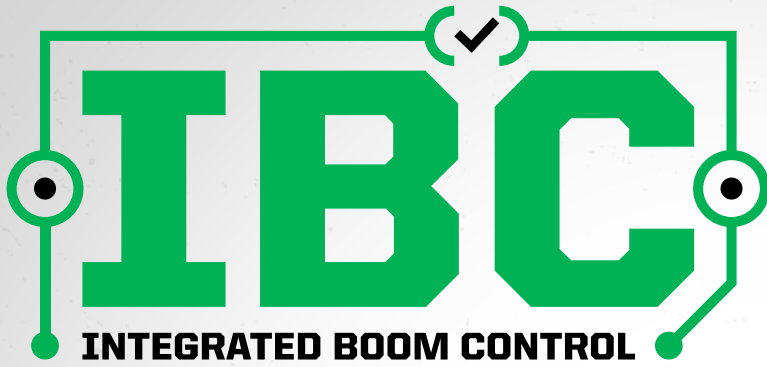


# NEXT LEVEL CONTROL

ALL AT YOUR FINGERTIPS







Meet the **Diamond Integrated Boom Control** system, equipped on all mid-mount booms.

The **IBC** system was created to give the operator single hand control, enhanced safety features, and an optional industry-leading Smart Screen - making this boom control system more capable than ever.



- Customizable boom speeds and joystick sensitivity
- Tracks and feeds data back to you
- Detailed diagnostics for troubleshooting in the field

**+** Options available at an additional cost

For more information about our limited warranty, call 888.960.0364 or visit our website [DiamondMowers.com/Service-Warranty](http://DiamondMowers.com/Service-Warranty)



**IBC JOYSTICK**

- Built into the custom armrest, attaching to your tractor seat \*
- All controls at your fingertips
- Enhanced safety with an emergency stop button



- Integrates with the existing tractor seat and replaces the OEM armrest \*
- Includes 5 different adjustment locations
- The wrist adjustment allows you to position the joystick at the correct angle for your operating style

\* Custom Armrest not compatible with certain tractor models

# CUTTING HEADS

While tractor booms provide reach and mobility, **cutting heads** determine the actual function of the attachment.

At **Diamond Mowers**, we offer several types of cutting heads that attach to our tractor booms.



**BRUSH CUTTER**

- Available in **50"** and **60"** cutting widths
- Cuts up to **4"** material continuously and **8"** intermittently
- Spindle only requires an **annual oil change**.
- Proprietary Tri-Hex disc provides greater inertia in tough conditions - **5YR WARRANTY**



**FLAIL MOWER**

- Available in **44"**, **50"** and **63"** cutting widths
- Select models are capable of cutting up to **6"** material
- Ideal for a finished look
- Ground rollers require **no daily maintenance** (Applies to 44" and 50" models only)



## **DRUM MULCHER DC**

- Available in **30"** and **50"** cutting widths
- Cuts up to **8"** material
- Mulches material with Twin Chisel® Planer Teeth that can be easily sharpened
- Cut, process, and clear trees and brush in one pass.



## **DISC MULCHER**

- **36"** cutting width
- Cuts up to **8"** material and mulches up to **5"**
- Mulches material with Four-Point Hardened Steel Teeth
- **10x faster** than rotary mower



## **SAW BLADE**

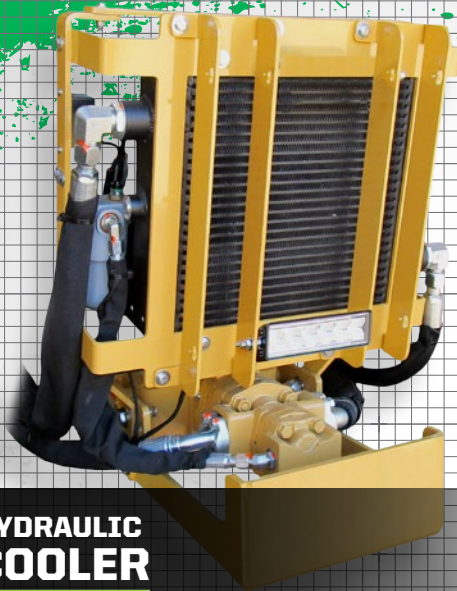
- **48"** cutting width
- Cuts up to **10"** material
- Slices material with replaceable carbide teeth
- Delivers a clean, finished cut



## **DITCHER**

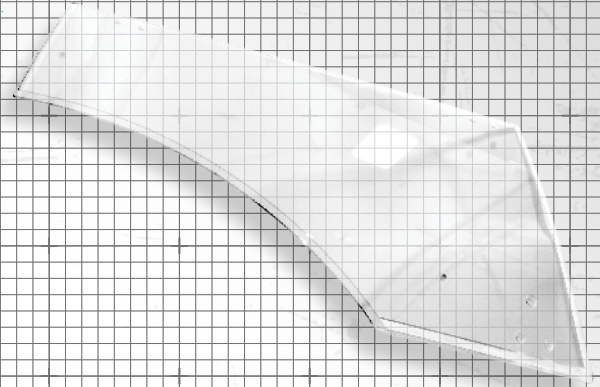
- **22"** cutting width
- Ideal for ditches and culverts
- Uses three **3/8"** thick replaceable knives
- Equipped with hydraulic chute to direct exhausted material

# FEATURES



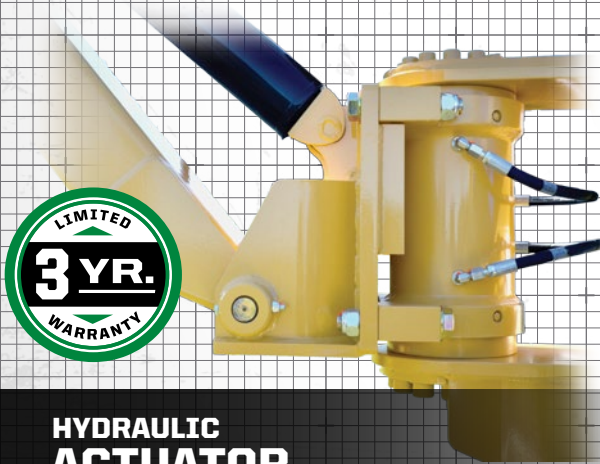
## HYDRAULIC COOLER

- Virtually impossible to overheat
- Mounted to pump & grill guard
- **Auxiliary Light** comes standard for enhanced visibility



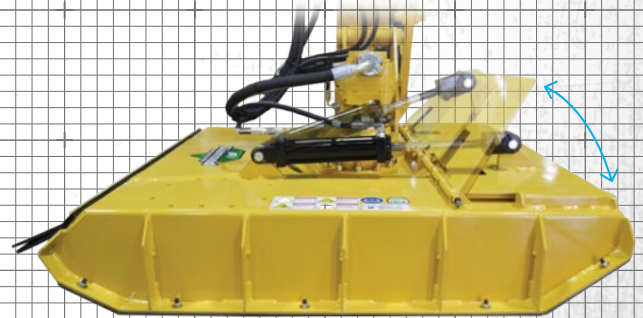
## SHATTER RESISTANT WINDOW

- Provides greater cab protection
- Standard for right hand door/window



## HYDRAULIC ACTUATOR

- Breakaway protection in both forward and reverse
- Fully enclosed with fewer moving parts for easy maintenance
- Larger range of motion than traditional swing cylinder



## HYDRAULIC TRAP DOOR

- Available for **50"** and **60"** Brush Cutters and **50"** Flail Mower
- Exposes blade to easily feed material

+ Options available at an additional cost



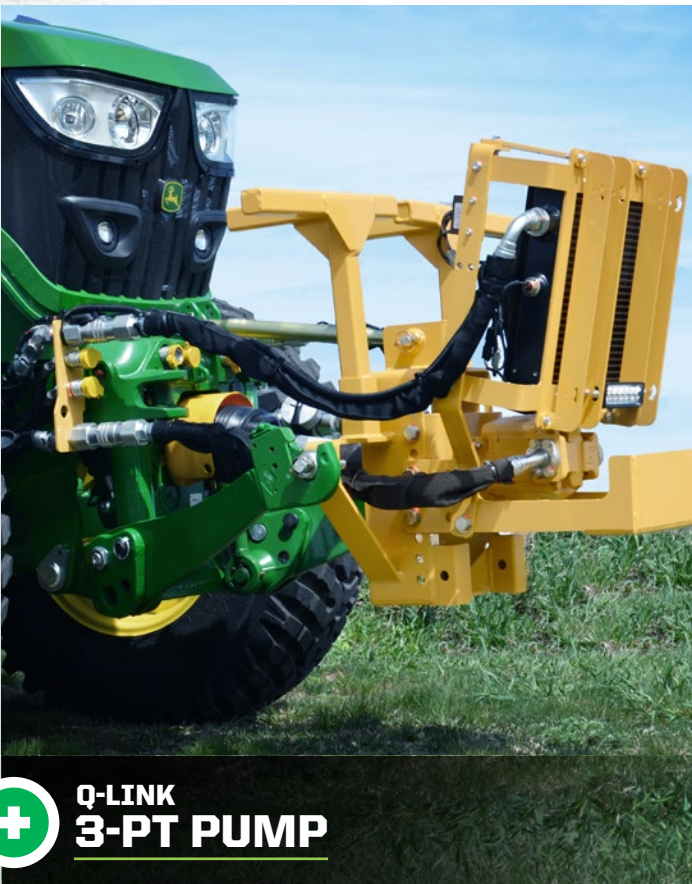
### FENDER HYDRAULIC TANK

- Placed in a protected location to prevent damage
- Provides enhanced visibility
- Allows use of 3-PT hitch



### + AXLE STABILIZER

- Increases stability by eliminating oscillation on front axle
- Standard on 25-ft and longer booms
- Optional on shorter length booms



### + Q-LINK 3-PT PUMP

**Diamond's Q-Link** allows operators to further maximize their existing mid-mount tractors for other jobs such as sweeping or snow blowing outside of mowing season.

#### **Benefits of the Q-link include:**

- Ability to install and remove front pump assembly, allowing the 3-PT hitch and PTO to be used
- Keeps the rear 3-PT hitch and PTO available for other equipment
- Equipped with stands, hydraulic quick couplers and weather proof caps for all hydraulic and electrical connections – all for easy storage, quick installation and quick removal!
- Allows the operator to turn the hydraulic pump on and off, using less fuel

*This option is available to tractors equipped with a CAT II front 3-PT hitch and front 1,000 RPM PTO.*

## HOW DO THEY ALL COMPARE?

CUTTING HEAD	APPLICATION	CUT CAPACITY
50" BRUSH CUTTER	All purpose, high productivity grass and brush cutting.	Cuts up to 4" material continuously and 8" intermittently
60" BRUSH CUTTER	All purpose, high productivity grass and brush cutting	Cuts up to 4" material continuously and 8" intermittently
44" FLAIL MOWER	Safe grass mowing and brush shredding. Safest option for higher traffic roads.	Cuts up to 3" material continuously and 6" intermittently
50" FLAIL MOWER	Safe grass mowing and brush shredding. Safest option for higher traffic roads.	Cuts up to 3" material continuously and 6" intermittently
63" FLAIL MOWER	Grass-only mowing. Safest option for higher traffic roads.	Cuts grass continuously and 2" brush intermittently
30" DRUM MULCHER DC	Cut, process, and clear material all with one pass.	Cuts up to 8" material
50" DRUM MULCHER DC	Cut, process, and clear material all with one pass.	Cuts up to 8" material
36" DISC MULCHER	Highest productivity brush and tree mulching in rural situations.	Cuts up to 8" material and mulches up to 5"
48" SAW BLADE	Cleanly and safely cut overhead limbs.	Cuts up to 10" material
22" DITCHER	Clean and maintain existing ditches.	Includes three 3/8" thick replaceable knives

## WHY A BOOM?

More productive on →

FENCE LINES



TREE BRANCHES



ROADSIDE MAINTENANCE



HARD TO REACH AREAS



## THE DIAMOND DIFFERENCE

BOOM LENGTH



CONTROL



REACH



UNPARALLELED CUSTOMER SERVICE



Patents: 62/484,363 | 9,439,351 | D731559 [ Specifications and design subject to change without notice. ]

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MASSEY FERGUSON



75-130 Max Engine HP  
70-125 Rated Engine HP

Global Series Tractors



**MASSEY FERGUSON**

**MF 4700, MF 5700, MF 6700  
12 x 12 Power Shuttle  
Global Series**



**FROM MASSEY FERGUSON**  
A world of experience. Working with you.

# AN INVESTMENT IN THE FUTURE OF UTILITY TRACTORS.

For more than 170 years, we've been perfecting the utility tractor. And even though more than four million of ours have shown up for work on farms and jobs like yours around the world, we're never quite satisfied.

## Introducing the Massey Ferguson® Global Series.

A part of a \$350 million investment, the largest manufacturing and new product project in AGCO® history, the Global Series has been completely engineered from the ground up and built in our new state-of-the-art manufacturing facility. These Massey Ferguson 4700, 5700 and 6700 Series tractors are the result of years of insight from farmers, contractors, operators and dealers from around the world. And they have been put through more than 65,000 hours of rigorous endurance testing in extreme weather and terrain conditions in

seven different sites around the globe. From the rice paddies of Southeast Asia to the oppressive heat of Africa to the bitter cold of Northern Europe to the grueling applications required for farming in North America, these tractors have been through it all.

These heavy-duty tractors are purpose-built for more lift capacity and the power to pull larger, heavier implements. Now—and well into the future.

## 4700 SERIES

# BIG

**70–100 RATED ENGINE HP**—Choose a base weight of 7,125–8,644 lbs. and a lift capacity of 4,850 lbs. Plus our AGCO Power™ three-cylinder 3.3 L engine with a hydraulic flow of 17.7 GPM.



## 5700 SERIES

# BIGGER

**95–105 RATED ENGINE HP**—Step up to a base weight of 8,845–10,011 lbs. with 7,710 lbs. of lift capacity. Featuring our AGCO Power four-cylinder 4.4L engine and up to 26 GPM of hydraulic flow.





6700 SERIES

**BIGGEST**

**115–125 RATED ENGINE HP**—Or go to the biggest, with a base weight of 9,021–10,187 lbs. and a 3-point lift capacity of 9,390 lbs. Featuring our AGCO Power four-cylinder 4.4L engine with hydraulic flow up to 26 GPM.



## **WE'VE NEVER BUILT TRACTORS QUITE LIKE THIS.**

The heavy-duty Global Series gives you the power, stability and versatility to handle tougher jobs so you can get more done, regardless of your operation.

- **HAY**—Whether you're mowing, tedding, raking, baling or hauling, these tractors were designed to pull bigger balers, tow bigger mower conditioners, and carry heavier bales than other tractors in their class. Plus, they match up perfectly with Hesston by Massey Ferguson® hay equipment.
- **DAIRY**—Dairy operations need a tough, do-everything tractor that can handle the heavy lifting while still being nimble and maneuverable in tight spaces. Because the days can be long, it also has to be comfortable. These are those tractors.
- **FARMS**—For farms of all sizes, these tractors are going to be your new best friend. From the field to the barn and everything in between, you'll have a stable, easy-to-operate machine that won't let you down.
- **LOADER WORK**—You've got a ton of different jobs to tend to each day, and you need a loader that can handle all of them. The heavy lift capacity is ideal for applications such as lifting, grading and snow removal. And with float mode, the loader rises and lowers to follow the contour of the ground.

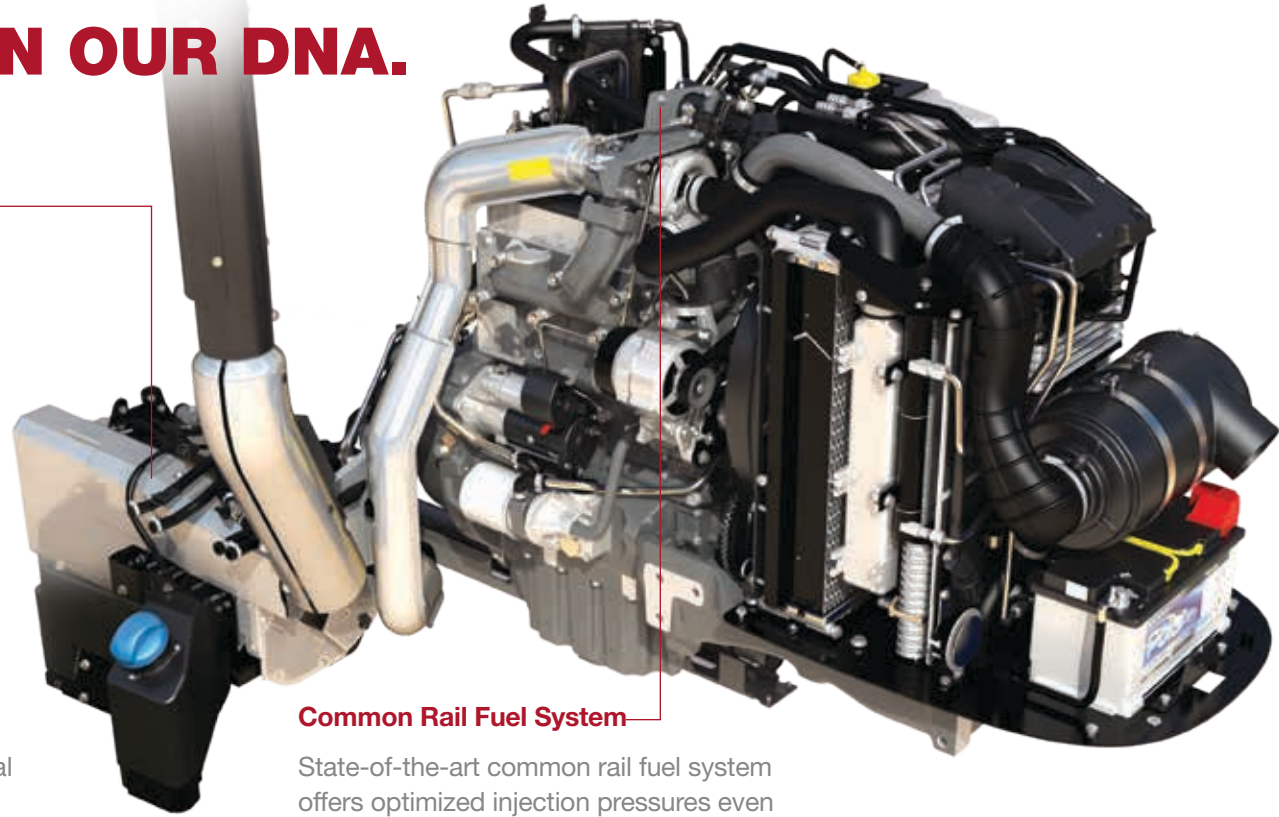
# DURABILITY IS IN OUR DNA.

## Maintenance-Free Emissions System

Global Series tractors meet Tier 4 Final emissions requirements, with the use of an all-in-one SCR technology, eliminating the need for a Diesel Particulate Filter (DPF) or regeneration.

## AGCO Power Engines

4700 Global Series tractors feature a three-cylinder, 3.3 L AGCO Power engine, capable of generating 75 to 100 HP; while the 5700 and 6700 Global Series utilize a 4.4 liter, four-cylinder AGCO Power engine producing 100 to 130 HP.



## Common Rail Fuel System

State-of-the-art common rail fuel system offers optimized injection pressures even at low engine speeds. Higher temperatures also mean no need for a DPF filter.

At the heart of it all is a rugged, reliable, fuel-efficient AGCO Power Tier 4 Final engine. These engines range from 70 to 130 horsepower and are specifically designed for North American farms. The 4700 Series features a 3.3 liter three-cylinder engine, while the 5700 and 6700 Series feature a larger, 4.4 liter four-cylinder engine.

- **POWERFUL AND QUIET**—The turbo-charged diesel power plant delivers maximum torque at low engine speeds. You not only get clean exhaust and minimal fuel consumption but also both noise and tractor wear and tear are reduced. You enjoy an unmatched operator experience and a very comfortable cost of operation.

- **RUNS SMOOTHLY**—Four valves per cylinder improve airflow and enhance the fuel/air mixture, so you run cool and smooth hour after hour, keeping service costs low.
- **INTELLIGENCE INSIDE**—The AGCO Power engine-management system monitors every aspect of the engine's operation, automatically adjusting fuel flow, injection timing and other functions to deliver consistently outstanding performance and low fuel consumption.
- **NO NEED FOR A DPF**—These tractors don't require a diesel particulate filter (DPF). It's still environmentally friendly while saving you money, time and fuel.

# EASY-TO-OPERATE AND EFFICIENT 12 x 12 TRANSMISSION

The MF 4700, MF 5700 and MF 6700 Series tractors feature a synchronized transmission that provides a total of twelve forward and twelve reverse speeds courtesy of two ranges. Six gears are within the 2.4–7.5 MPH typical fieldwork range, while maximum speed is 25 MPH.



The right speed for each job is conveniently selected using gear levers that are within easy reach, yet positioned neatly to the driver's hand, ensuring an unimpeded passage when mounting/dismounting. A single-plate, wet clutch is easy to operate and simple to service. Super Creeper option is also available when the lowest speeds, down to .08 MPH\*, are required for the job at hand.

*\* at 1,400 rev/min with 16.9R34 tires and 12 x 12*



The left-hand Power Control lever provides convenient three-in-one, simple operation through the state-of-the-art transmission. Operators can shuttle between forward and reverse without clutching, making jobs that require frequent direction changes, like loader work, a breeze. Shuttle responsiveness can be modified by simply adjusting the comfort control dial.

## POWER CONTROL LEVER



All Global Series tractors come with a clutch control button on the gear shift for simple and clutch pedal-free gear shifting. To change gears in Global Series tractors, press and hold the clutch control button, shift to the desired gear, and let off the clutch control button.

## EASY SHIFT KNOB



Operators will find the Massey Ferguson clutch pedal is designed with the operator in mind. The design offers an easy-to-press pedal so operator fatigue is never an issue.

## EASY CLUTCH



# A TRACTOR THAT WON'T HOLD YOU BACK.

You've got a ton of different jobs to tend to each day, and the last thing you need is a feeble tractor that shies away from the really tough ones. The 4700, 5700 and 6700 Series are heavier than other tractors in their class, designed to handle larger, heavier implements and more demanding applications. So, yeah, they'll be there when you need them.

- **HEAVY-DUTY**—These three Series feature best-in-class base weight, and their heavier frames are purpose-built for more pulling power and lift capacity. With better maneuverability and more stability, you can rely on these tractors for even the most heavy-duty jobs.
- **THREE-POINT HITCH**—There's virtually no limit to the range of implements you can put behind these tractors. Two gear pumps power the simple, open-center hydraulic system, and a heavy-duty three-point hitch helps provide a rear lifting capacity ranging from 4,850 to 9,390 lbs.
- **PTO**—5700 and 6700 Global Series tractors feature a 540/540E/1000 PTO as standard equipment to meet the needs of all implements while the 4700 Series features a 540/540E PTO standard with an option for the 540/1000 PTO.
- **TRELLEBORG TIRES**—Trelleborg premium radial tires come standard. Built exclusively for agricultural use, these tires provide better traction in the field, reduce soil compaction and improve fuel economy. Plus, the patented interlug terraces enhance self-cleaning in muddy soil. As a result, you enjoy a smoother ride and reduced wear on the tractor.
- **TELESCOPIC LOWER STABILIZING ARMS**—These heavier-duty stabilizing arms let you custom-adjust for any implement, for unmatched ease-of-use and greater control.
- **EXTENDABLE LOWER BALL ENDS**—Because extending the ball ends is as simple as pulling a ring on the link, implement attachment is always quick and easy.
- **2WD/4WD**—The 2WD axle option on all 4700 Series offers reduced weight and greater maneuverability, with five alternate track-width settings to accommodate your crop or field. Deluxe 4WD models feature the HydraLock, a hydraulic-controlled differential lock on the front axles. AutoLock and HydraLock are activated and deactivated via a rocker switch.
- **TIGHT TURNING RADIUS**—Sometimes you need to work in confined spaces. These tractors feature a tighter turning radius for easier maneuverability with better stability.
- **CAB**—The cab offered on all of our deluxe Global Series tractors is the largest and quietest cab within the utility tractor market.





Learn more at [masseyferguson.us](https://www.masseyferguson.us), or see your dealer for a demo.

**DESIGNED WITH YOU IN MIND.**

# EASE OF USE



**8**

**SERVICEABILITY** – Whether it's access to debris screens and filters, the oil dipstick and oil fill location, or the fuel tank, almost everything can be easily reached from ground level. And with a simple release latch for the hood, basic preventative maintenance takes no time at all.

The 4700, 5700 and 6700 Series are built for tough, demanding work in all kinds of environments. They are designed with simplicity of operation at their core and an emphasis on an operator environment that provides unmatched comfort. From the ground up, these tractors are engineered for smart, ergonomic, long-lasting operations.

- **GRAB RAILS**—Mounted outside the operator station for easy access into the tractor.
- **FLAT FLOOR**—All MF 5700 and MF 6700 Series models come with a flat floor standard. MF 4700 Series models have a semi-flat floor.
- **EASY-REACH CONTROLS**—Essential controls are ergonomically positioned for easy operation and comfort.
- **ADJUSTABLE SEAT**—Cab tractors include a mechanical, swiveling seat standard, with an option for an air ride swiveling seat on 4700, while the air ride swivel seat is standard on 5700 and 6700. Platform Global Series tractors include a mechanical spring suspension seat.
- **INSTRUCTOR SEAT**—A second seat allows for an instructor. Instructor seat is standard on 4700, 5700 and 6700 cab tractors.
- **TILT STEERING**—On cab models, a tiltable and telescopic steering column adjusts for maximum productivity and comfort. Platform is tilt only.
- **WORK LIGHTS**—Platform models include 4 headlights, 2 rear marker lights, 2 midmounted work lights, 1 rear work light and brake lights; while cab models include 4 headlights 2 midmounted work lights, 2 rear work lights, as well as rear marker and brake lights.
- **AND MORE**—Cupholders, metal toolbox and floor mat are standard on all models.



### WE'VE THOUGHT OF MOST EVERYTHING.

- **DASH DISPLAY** – The dash display includes a tractor performance monitor that provides data on DEF fluid level, fuel level, temperature range and more. Plus, you can monitor engine hours, acres per hour, fuel consumption per hour and per acre, fault codes, PTO speed, and ground speed with just the push of a button.
- **LOADER JOYSTICK** – Raise, lower, curl, dump or float the bucket with incredible precision, even in tight spots and tough applications. You'll appreciate the added integrated maneuverability.
- **DEBRIS SHIELD** – On platform models, shields on both sides of the operator station deflect engine heat and debris for additional protection and a comfortable working environment.
- **ADJUSTABLE WHEELS** – With a wide range of wheel-spacing settings, these tractors are versatile enough to handle everything from specialty farming applications, like small-scale row crops and vegetables, to roadside mowing and land-management applications.
- **LOADER FLOAT CONTROL** – Raise and lower the loader to the contour of the ground or road for the flexibility to efficiently handle grading and snow removal.
- **POWER SHUTTLE** – For loading trucks, stacking hay or other loader work, the power shuttle lever provides easy electrohydraulic declutch and directional changes without the need to press the foot clutch pedal.

# SPECIFICATIONS\*

MODEL	MF4707	MF4708	MF4709	MF4710	MF5710	MF5711	MF6712	MF6713
<b>ENGINE</b>								
Max engine power HP (kW) @ 2,000 RPM	75 (55.9)	85 (63.4)	95 (70.8)	100 (74.6)	100 (74.6)	110 (82)	120 (89.5)	130 (96.9)
Rated engine HP (kW)	70 (52.2)	80 (59.6)	90 (67.1)	100 (74.6)	95 (70.8)	105 (78.3)	115 (85.8)	125 (93.2)
Rated engine speed	2,200 RPM							
PTO HP (kW)	57 (42.5) @ 2,200 RPM 63 (46.9) @ 2,000 RPM	67 (49.9) @ 2,200 RPM 73 (54.4) @ 2,000 RPM	77 (57.4) @ 2,200 RPM 81 (60.4) @ 2,000 RPM	88 (65.6) @ 2,200 RPM 88 (65.6) @ 2,000 RPM	83 (61.9) @ 2,200 RPM 90 (67.1) @ 2,000 RPM	93 (69.4) @ 2,200 RPM 99 (73.8) @ 2,000 RPM	99 (73.8) @ 2,200 RPM 106 (79) @ 2,000 RPM	109 (81.3) @ 2,200 RPM 114 (85) @ 2,000 RPM
Engine	AGCO Power 3-cyl, 3.3 L, intercooled turbocharged, high-pressure common-rail direct fuel injection (HPCR)				AGCO Power 4-cyl, 4.4 L, intercooled turbocharged, high-pressure common-rail direct fuel injection (HPCR)			
Emissions control; EPA Tier 4-compliant	SCR technology (post-combustion DEF), diesel oxidation catalyst (DOC)							
<b>DRIVETRAIN</b>								
Transmission type	12F x 12R, 2-range, power shuttle, electrohydraulic shuttle lever							
Clutch	Wet clutch with easy shift knob and electrohydraulic power shuttle lever							
Rear axle	Flange-type with internal planetary final drives							
Brakes	4 wheel disc brakes, independently controlled via foot pedals							
Differential lock	Rear axle engaged via electrohydraulic rocker switch							
Front axle	2WD or 4WD heavy-duty front axle				Heavy-duty 4WD front axle			





MODEL	MF4707	MF4708	MF4709	MF4710	MF5710	MF5711	MF6712	MF6713
<b>DIMENSIONS</b>								
Wheelbase in. (mm)	88.5 (2,250)			95.7 (2,431)			98.4 (2,500)	
Minimum width in. (mm)	Std. radial tires—rear 420/85R30, 60.3 (1,533)				Std. radial tires—rear 460/85R34, 64.8 (1,646)			
Base weight without ballast lbs. (kg.)	2WD ROPS: 7,478 (3,392); 2WD Cab: 8,294 (3,762) 4WD ROPS: 7,734 (3,508); 4WD Cab: 8,644 (3,921)			4WD ROPS: 9,195 (4,171) 4WD Cab: 10,011 (4,541)		4WD ROPS: 9,195 (4,171) 4WD Cab: 10,011 (4,541)		4WD ROPS: 9,371 (4,250) 4WD Cab: 10,187 (4,621)
Fuel capacity gal. (L)	27.7 (105), ground fill with metal fuel-tank guard				38.3 (145), ground fill with metal fuel-tank guard			
<b>HYDRAULICS</b>								
Hydraulic system	Open center system, single pump				Open center system, 2 high-pressure gear pumps			
Hydraulic flow @ rear remotes gpm (lpm)	17.7 (67)				26 (98)			
Rear remote valves	2 valves standard with (DA, KO, FL) 3rd valve optional with (DA, KO, FL, FD)							
Loader joystick	Optional integrated factory installed joystick							
3-point lift capacity lbs. (kg.) full stroke @ 24" (610 mm) behind ball ends	Category II, 4,850 (2,200)			Category II, 7,710 (3,497)			Category II, 9,390 (4,259)	
Rear PTO	Independent, electro-hydraulic engagement via switch, 540/540E Std., 540/1000 Opt.				540/540E/1000			
<b>OPERATOR'S AREA</b>								
Electrical system	12-volt DC system, 80-amp alternator, 7-pin trailer socket, 30-amp auxiliary power socket Std.				12-volt DC system, 120-amp alternator, 7-pin trailer socket, 30-amp auxiliary power socket Std.			
Platform features	Semi-platform deck, folding ROPS, rubber mat, toolbox, L & R shields, grab handles				Flat-floor deck, folding ROPS, rubber mat, toolbox, L & R shields, grab handles, cup holder			
Lighting (ROPS)	4 headlights, 2 rear signal/hazard lights, 1 rear ROPS work light; 2 mid-mount adjustable work lights							
Std. Steering	Cab = tilt and telescopic steering				Platform = Tilt steering			
Std. Seat	MF 4700 Series cab = mechanical swiveling seat with armrests (air-ride swivel seat optional) MF 4700 Series platform = mechanical spring suspension seat with armrests				MF 5700/6700 Series cab = air-ride swivel seat MF 5700/6700 Series platform = mechanical spring suspension with arm rests			



\*Manufacturer's estimate at time of publication, subject to change without prior notification.

## LOW-RATE, FLEXIBLE FINANCING.

With competitive rates and easy terms, your Massey Ferguson dealer and AGCO Finance® offer great ways to buy, lease or rent your new machine.

## QUALITY PARTS.



Genuine Massey Ferguson replacement parts are made to the same high standards as those used on the assembly line so you can always keep your Global Series tractor running like new.

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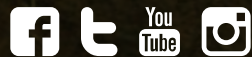
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# TOWN OF MALABAR

## COUNCIL MEETING

### AGENDA ITEM NO: **12.b.**

Meeting Date: November 20, 2023

Prepared By: Anthony Gianantonio, Interim Fire Chief

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**SUBJECT: Other Agency Contract, Purchase Water Tender Firefighting Apparatus**

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#### **BACKGROUND/HISTORY:**

The Fire Department has been approved by the town council to purchase a new water tender not to exceed \$500,000 (council meeting on 10/9/23). This agenda report is for the approval to complete the purchase of this unit from Midwest Fire Equipment. The \$500,000 is for the apparatus not including any contingencies or life-saving equipment.

The Fire Department would like to continue to fund the contingencies at \$30,000 and life-saving equipment at \$196,000 going forward until delivery of said apparatus estimated in fiscal year 25-26. As defined in the previous budget workshop (July 24, 2023) there has been a built-out funding allocation going into the year 2028.

Staff is requesting the approval of the Town Manager to sign the agreement for the purchase of the 2,500-Gallon All-Poly Water Tender from Midwest Fire Equipment at a cost not to exceed \$500,000, which does not include contingencies or life-saving equipment. This company is a contract-awarded member of Midwest Fire Sourcewell Contract #113021-RCK with Town of Malabar Sourcewell Contract #76403. The All-Poly body is covered by a lifetime warranty which can be repaired in Ocala. The newer tender will allow multiple operational benefits such as a water supply unit, fire suppression unit, and EMS response unit.

Town's Code of Ordinances, Article V. Purchasing, Section 2-108 **Exclusions and exceptions to bid and proposal requirements, section f:** *Purchases of goods or services from contracts awarded by other governmental or not-for-profit entities by a formal competitive selection process.* The purchase of goods or services under a contract awarded by the United States Government or another governmental or not-for-profit entity by a formal competitive process is authorized provided the town manager makes a determination that time, expense and marketplace factors make it financially advantageous for the town to do so, will require approval by the town council.

#### **ATTACHMENTS:**

Purchase Contract  
Quote and Contract

#### **FINANCIAL IMPACT:**

Reduced future maintenance expenses given the reduced fleet size and newer equipment. Estimated build lead time is 19-22 months which places the unit in FY25. This shows a need for continuance of the capital funding for FY25 to complete the purchase of the tender, quoted, \$499,114.

522.6400 FY23 & FY24; \$150,000 for each fiscal year, total assigned \$300,000

522.6400 FY23/24 Final Budget Amendment Assign \$70,000 of fund balance to Tender Purchase.

Committing FY24/25 Funds \$150,000

Total Funding Assigned: \$520,000

#### **ACTION OPTIONS:**

Motion to permit the Town Manager to execute the purchase contract for Midwest Fire, located at 901 Commerce Road, Luverne, MN 56156, using Source well contract # 113021-RCK.



**MIDWEST FIRE®**

**2500 Gallon All-Poly® Series Tanker-  
Pumper Specifications**

**Prepared for: Malabar Fire Department**

**Malabar, FL**

**Midwest Fire Rep: Brett Jensen**

**October 23, 2023**

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QMS-WIN-022 Rev Q

Notes:

Date	Change Order #	Op Number	Description	Rev

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10.23.23 Apparatus Specifications

Save Date: 10/24/2023 1:06 PM

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## SECTION 1: BOOSTER TANK

### 1.00 "T" Tank with a Lifetime Warranty from Its Manufacturer

The All-Poly Series features a polypropylene "T" style tank. The top of this tank may be used as a hose bed, with optional dividers (see section 14). Hose beds stretch the full width and full length of the tank.

"T"-style tank fabricated from non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material. All exterior tank joints and seams are extrusion welded. All welds conform to DVS and AWS standards. All joints, seams, and welds tested for integrity and leaks and are certified to be free from defects. The top of the tank is white with a textured finish and is fitted with removable lifting eyes designed with a 3-to-1 safety factor to facilitate easy removal.

The upper rear of the tank has a transverse internal bulkhead isolated from the water carrying portion of the tank. This area may be used for wiring connections and for installing lights and grab handles. The use of external blocks for mounting equipment will be kept to a minimum providing a pleasant appearance. Wire tubes will be installed inside the tank, originating in the transverse bulkhead, and terminating at the bottom of the tank. Wires for lights and equipment will not be visible from the outside of the tank.

The material thickness will be dependent upon its function. The sides, top and ends will be 3/4" (.75) thick. The baffles and fill tower will be 3/8 to 1/2" (.50) thick.

The transverse swash partitions extend approximately 4" off the floor to just under the cover. The longitude swash partitions extend from the floor to the tank through the cover to allow for positive welding and maximum integrity. All partitions are equipped with vent and air holes to permit movement of air and water between compartments. The partitions are designed to provide maximum water flow. All swash partitions interlock with one another and are welded to each other as well to the walls of the tank. This baffling system will be fully compliant with NFPA and the DOT regulations.

There will be a sump located on the bottom of the tank with a 3/4" drain valve at the lowest point. A 3" minimum removable clean out plug is installed at the bottom rear and bottom front of the tank.

Tank fill couplings backed with flow deflectors to disperse the stream of water entering the tank, and capable of withstanding sustained fill rates of up to 1,000 G.P.M. at 100 PSI maximum.

All auxiliary outlets and inlets must meet NFPA 1900 guidelines in effect at the time of manufacture.

### 1.01 Tank Size

1.01.04 All-Poly Series 2500-gallon tandem axle

### 1.03 Front Fill Tower

Tank has an overhead fill with lid, located in front on street side of tank. Fill tower is constructed of 1/2" polypropylene with minimum dimensions of 16" square. The tower has a 1/4" removable Poly screen and a polypropylene hinged-type cover with a vent overflow. An internal overflow system is to be inside in the tank and discharge behind the rear wheels. This allows air to enter the tank when dumping water.

**THE TANK WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER**

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## SECTION 2: DIRECT FILLS AND TANK LEVEL

### 2.00 Street Side Direct Fill

A fill directly into the tank at the rear of the apparatus is equipped with a valve, a 30-degree elbow, bleeder valve, plug or cap holder with a tether chain.

2.00.01 Street Side 2 ½" NST

### 2.02 Tank Level Gauge

- Pressure transducer mounted on the outside of the tank in an easily accessible area. Sealed foam tanks (if so equipped) will require zero pressure vacuum vents.
- Super bright LED display viewable from 180 degrees with a visual indication at multiple accurate levels.
- Weather resistant connectors to connect to the digital display, the pressure transducer, and the apparatus power. Additional displays are easily integrated and will receive data from the same source as the Master Display; no additional transducers required.
- Tank level gauge indicates the liquid level on easy-to-read LED display.

2.02.00.03 Tank level gauges always on.

All tank level gauges will be activated and always on once the Master Switch is engaged.

2.02.08 One (1) Innovative Controls Soft Glo Series Water Tank Level Gauge

2.02.08.04 Mini-Monster Installed at the front upper street side.

2.02.08.05 Mini-Monster Installed at the front upper curb side.

2.02.08.06 Mini-Monster Installed at the street side on the rear of the tank.

2.02.08.10 Installed on the pump operator's panel, top control pumphouse.

### 2.03 Spanner Wrenches

One (1) adjustable hydrant wrench and two (2) spanner wrenches with holder.

2.03.05 Loose equipment

## SECTION 3: DUMP VALVES AND CHUTES

Newton 10" square stainless-steel Kwick-Dump Gate style (full flow) dump valves with stainless-steel flip chutes and telescopic chutes. For improved water flow, the dump valve is attached directly to the tank and not by use of a rear manifold system.

### 3.01 Rear Swivel Dump Valve

Swivel Dump can dump water from the street side or curb side or any point in between which meets NFPA requirements for water delivery on three sides of the vehicle. It features a telescoping extension, retractable for storage.

3.01.01 36" manual telescoping chute with manual dump valve.

3.01.01.02 Curb side handle

## SECTION 5: BODY AND COMPONENTS

### Body

- The body will be enclosed on all sides and incorporate closed wheel wells and finished storage compartments.
- Stainless-steel corner guards to protect from damage on road and fire scene.
- Front lower vertical surface of body protected with aluminum Tread-brite.

### Tank

- The tank is affixed to the cradle utilizing hat channel mounting brackets constructed of ¼" thick stainless-steel. The channels are mounted beneath the center of the tank before and after the cross members of the cradle. The channel is surrounding these members and is bolted directly to the bottom of the tank thereby securing the tank to the cradle.
- This mounting system provides a free-floating connection of the tank to the cradle which allows the chassis frame's normal movement and twist to introduce no stress upon the tank or body.

### Fenders

- Fenders will be integral with the side of the body.
- Fender wells are constructed with full circular copolymer polypropylene thermoplastic inner liners for ease of cleaning and maintenance.

### Materials

- The entire body is fabricated from non-corrosive, stress-relieved virgin copolymer polypropylene thermoplastic material.
- All exterior body joints and seams are extrusion welded.
- All welds will conform to DVS and AWS standards.
- All joints, seams, and welds will be tested for integrity and are certified to be free from defects.
- All joints and are 100 percent welded inside and out; no skip welding is permitted.

### **THE BODY WILL CARRY A LIFETIME WARRANTY FROM ITS MANUFACTURER**

#### 5.00 Fenderettes

Fenderettes are installed on the wheel wells to prevent splash and enhance appearance. The fenderettes extend approximately 1" beyond the body side and are designed to be replaced. All fasteners will not be exposed to the exterior of the fenderettes or body.

##### 5.00.01 Chrome Fenderettes

#### 5.01 Rub Rail - Aluminum

The bottom edge of the entire apparatus will have an aluminum rub-rail installed including the pump house, and rear step. The rub-rail is replaceable, made from solid extruded aluminum and features a reflective stripe at the rail center.

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### 5.01.03 Black

## 5.02 Tow Eye

Attached to the rear of the chassis frame is a black powder coated steel support system that provides extra strength to the rear body with integrated tow eyes.

## 5.03 Cradle

An all-aluminum cradle is engineered and constructed to connect the chassis frame with the copolymer tank and body. The cradle is constructed using extruded aluminum tubing .25" thick and extruded aluminum flats .375" thick. Cradle cross members are spaced to restrict unsupported portions of the tank between cross members to a maximum of 550" squared. There are cushioned rubber extrusions placed over all tank support areas to isolate the tank from the aluminum cradle.

# SECTION 6: BODY COMPARTMENTS

## 6.00 Street Side Compartments

- A sweep-out style compartment provided on the street side, integral to the body, constructed using white copolymer material.
- Each compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- Compartments at wheel height or below (located ahead or behind rear wheels) are 25" deep.
- Full height compartments have stepped depth: 12" above the wheel wells and 25" at wheel height or below.
- Compartments located above the wheel wells are 12" deep.

### 6.00.03 Street Side Front Full Height Compartment

Compartment is located on the street side, ahead of the rear wheels. Approximate inside dimensions are 44" wide by 62" tall by 25" by 12" deep.

### 6.00.04 Street Side Rear Full Height Compartment

Compartment is located on the street side, behind the rear wheels. Approximate inside dimensions are 27" wide by 62" tall by 25" by 12" deep.

### 6.00.06 Street Side Over Wheel Double Compartment

Compartments are located on the street side, above the rear wheels. Approximate inside dimensions each are 55" wide by 34" tall by 12" deep.

## 6.01 Curb Side Compartments

- A sweep-out style compartment provided on the curb side, integral to the body, constructed using white copolymer material.
- Each compartment will have an anodized aluminum roll-up door, door activated LED compartment lights, corrosion resistant vents, black Turtle Tile plastic dry decking, and floor drains.
- Compartments at wheel height or below (located ahead or behind rear wheels) are 25" deep.

- Full height compartments have stepped depth: 12" above the wheel wells and 25" at wheel height or below.
- Compartments located above the wheel wells are 12" deep.

#### 6.01.03 Curb Side Front Full Height Compartment

Compartment is located on the curb side, ahead of the rear wheels. Approximate inside dimensions are 44" wide by 62" tall by 25" by 12" deep.

#### 6.01.04 Curb Side Rear Full Height Compartment

Compartment is located on the curb side, behind the rear wheels. Approximate inside dimensions are 27" wide by 62" tall by 25" by 12" deep.

#### 6.01.06 Curb Side Over Wheel Double Compartment

Compartments located on the curb side, above the rear wheels. Approximate inside dimensions each are 55" wide by 34" tall by 12" deep.

## 6.02 Compartment Options

### 6.02.02 Painted roll up doors

Each roll-up door is painted to match the exterior apparatus color.

6.02.02.04 Painted roll-up doors, entire door with trim. (Includes the rear tank pass through door)

### 6.02.03 Adjustable shelf

Adjustable shelf made of 3/16" smooth aluminum, installed with Unistrut adjustable brackets in the compartments. Full height compartments have a deeper lower portion (about 24"), with a shallower upper portion (about 12") above frame rail height. Shelves will be made to the depth of the compartment they are positioned in and full width of door opening unless specified otherwise.

6.02.03.10 Rear, Street Side, Upper, Qty 1

6.02.03.11 Front, Curb Side, Upper, Qty 1

6.02.03.12 Rear, Curb Side, Upper, Qty 1

### 6.02.04 Slide-Out Shelf

Slide-out shelf, made of 3/16" smooth aluminum, mounted to the floor of the compartment, equipped with roller bearing sliding mechanisms that are lockable in both the "In" and "Out" positions. Reflective tape installed on edge surfaces that extended past the body of the apparatus. With a max weight rating of 300lbs. Shelves will be made to the depth of the compartment they are positioned in and full width of door opening unless specified otherwise.

6.02.04.04 Rear, Street Side, Qty 1

6.02.04.09 Front, Street Side, Qty 1

6.02.04.11 Front, Curb Side, Qty 1

### 6.02.10 SCBA Brackets (Fits 6 1/2"-8" Bottles)

SCBA brackets, Zico model #KD-UN-6-SF, mounted towards the front of the compartment unless otherwise specified. For use with most 30 Min 2216 PSI and 45 Min 4500 PSI tanks.

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6.02.10.03 Rear Over Wheel, Street Side, Qty 4

**6.02.11 Spare SCBA Cylinder Holders**

Spare SCBA cylinder holders are in the rear wheel well area. Cylinders are stored in 8" diameter holders with a stainless-steel hinged door with a positive latch. Door includes a seal for increased protection against weather elements.

6.02.11.02 Single Between Tandem Wheels, Front Street Side

6.02.11.03 Single Between Tandem Wheels, Rear Street Side

6.02.11.06 Single Between Tandem Wheels, Front Curb Side

6.02.11.07 Single Between Tandem Wheels, Rear Curb Side

6.02.11.09 Spare SCBA Cylinder Holder Doors Painted to Match, Qty 4

**6.02.13 Pac Trac Mounting Boards**

High-side compartments only will be equipped with Pac Trac tool boards. Each board will cover the back wall of the compartment(s).

6.02.13.01 Front Full Height Compartment, Street Side, Full Width, Upper

## **SECTION 7: RUNNING BOARDS, CATWALKS, AND REAR STEP**

### **7.00 Running Boards**

A 12" wide running board is located at the base of the pump house and is made from embossed aluminum tread plate and includes a replaceable extruded aluminum rub rail.

### **7.01 Catwalks**

Catwalks are located above the street and curb side compartments, made of embossed aluminum tread plate, and bent at a 30-degree angle to provide a drip rail.

### **7.02 Rear Step**

The rear step is NFPA compliant non-slip and made of embossed aluminum tread plate with a 7" tall kick plate. Rounded polished aluminum castings installed on the corners of the step.

7.02.03 24" Deep Rear Step

## **SECTION 8: GRAB RAILS AND FOOTSTEPS**

### **8.00 Grabs Rails**

The grab rails are made of 1 ¼ " diameter extruded aluminum tubing with knurled finish and stanchion brackets.

8.00.01 Rear Grab Rails

Vertical grab rail(s) provided at the rear.

8.00.01.01 Two (2) Grab Rails, One (1) on each side.

**8.00.04 Front Grab Rail - Street side**

There is one (1) grab rail located on street side of tank in the upper front corner for ease of loading and unloading hose cross lays.

8.00.04.01 Front Grab Rail - Street side

**8.00.05 Front Grab Rail - Curb side**

There is one (1) grab rail located on curb side of tank in the upper front corner of tank for ease of loading and unloading hose cross lays.

8.00.05.01 Front Grab Rail - Curb side

**8.00.08 Hose Bed Grab Rail**

One (1) horizontal grab rail located below the hose bed at the rear of the truck.

8.00.08.01 Hose Bed Grab Rail

**8.01 Access Steps**

As per NFPA 1901 standards, all steps are a minimum of 35" square.

**8.01.01 Upper-Level Hose Bed Folding Steps**

There are large steps with kick-plates provided at the rear of tank for access to the hose bed area. The two upper steps are illuminated. The two lower steps are only illuminated by the two upper steps.

8.01.01.05 Folding Steps, Chrome Plated, Two (2) Curb Side, Two (2) Street Side

**8.01.02 Front Folding Steps - Street side**

Large illuminated folding steps are provided at the front on the street side, for access to the catwalk area. The steps are a minimum of 35" square.

8.01.02.03 Chrome Plated, Quantity three (3)

**8.01.03 Front Folding Steps - Curb side**

Large illuminated folding steps provided at the front on the curb side, for access to the catwalk area. The steps are a minimum of 35" square.

8.01.03.03 Chrome Plated, Quantity three (3)

**8.01.04 Lower-Level Rear Steps**

Large illuminated steps provided at the rear for access to the catwalk area. The steps are a minimum of 35" square with polished kick-plates.

## SECTION 9: ELECTRICAL EQUIPMENT

### 9.00 Multiplex Electrical System

#### 9.00.02 Class 1 ES-Key Multiplex System

- The apparatus is equipped with a battery disconnect “Master Switch” mounted inside the chassis cab.
- Control Display  
The apparatus is equipped with a full color LCD display, with push buttons and touch screen capability with J1939 CAN Bus connections and video inputs. It is bonded for direct sunlight viewing, sealed against harsh weather conditions, and mounted flush in the center console.
- Push Button Switch Modules  
The apparatus is equipped with the appropriate quantity of push button switch modules for enhanced device activation. Individual switches are backlit with symbol labels. Switch panels are sealed against harsh weather conditions and have LED indicators. Each switch position’s back light may be individually controlled allowing for the specific switch position to be used as an indicator.
- The multiplex system includes the functions of the Vehicle Data Recorder and Seat Belt Monitor.
- The multiplex system utilizes a Controller Area Network (J1939) protocol to provide multiplexed control signals for "real time" operation. The system consists of a main control module and the appropriate combination of additional module(s), Switch Input Module(s), and other I/O modules as required for each apparatus’ application.

### 9.01 DOT Lighting Details

- A total of nine (9) LED clearance lights and seven (7) red LED lights installed at the rear.
- Two (2) amber LED lights are installed on the front street and curb sides.
- Reflectors are installed per DOT specifications.
- A red warning light visible to the driver in the chassis cab that illuminates when a compartment door is ajar/open.
- An illuminated license plate bracket installed at rear.

### 9.02 Lower-Level Rear Lighting

#### 9.02.01 Quad cluster Taillight Package

Two (2) LED Quad-Cluster combination include: red LED stop/tail, clear LED backup light, amber LED arrow type turn signal, and LED warning light, installed at the rear. Light assemblies provided in a four-light housing.

9.02.01.02 Whelen M6 Series Quad-Cluster, Chrome Bezel

9.02.03 Side Mount Turn Signals

LED side-mounted DOT approved turn signal repeaters, mounted in the rear wheel area on the body to provide visible lateral turn warning.

9.03 Antenna

9.03.03 Customer Supplied Radio

Customer's radio and one speaker mounted only if applicable. The speaker will be mounted in an area that will not hinder audio. Power and programming will be the responsibility of the customer. The wires will be labeled and tied up in the center console. Mounting bracket(s) are to be supplied by customer.

9.03.03.01 Radio surface mounted in the center console behind the siren controls.

9.04 Camera System

9.04.01 Rear view camera

One (1) rear view camera system installed. Camera system includes a colored wide-angle rear mounted camera and 7" monitor mounted in the center of the vehicle's dashboard unless specified otherwise. Automatically activated when truck is put in reverse.

9.04.01.02 Rear View Camera

9.06 Power Distribution Options

9.06.06 12V Power Strip

A 12V Battery Power, 6 position overload/short protected terminal strip will be installed in the upper front sill of the compartment unless specified otherwise.

9.06.06.09 Inside Center Console, Wired to Chassis Battery

9.06.06.10 Inside Center Console, Wired to Master Switch

9.06.07 3000W Power Inverter

One (1) 3000W high power inverter. Provides 3000W continuous DC to AC power. It has multifunctional power options: 4 AC outlets and 2 USB charging ports and will be installed in the best location of the compartment unless specified otherwise.

9.06.07.06 Front, Over Wheel, Curb Side

## SECTION 10: EMERGENCY SIREN AND LIGHTING EQUIPMENT

### 10.00 Apparatus Control Center

All emergency lighting, options, and accessories are controlled at a master control center in the cab.

The apparatus control center:

- Controls all warning lights and scene lights.
- Includes an "Open Door" and other optional indicator lights.

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- UV700 Multiplex display – If equipped.
- Controls other optional functions if equipped. (I.E. Electric Dump Valves, Pump Shift)
- Mounted Electronics, Sirens, and Radios – If equipped.
- Features lighted identification plates on a non-glare panel face that clearly identify each switch and its function.
- Removable lid on console for maintenance and adding additional items.
- Control Centers will require that there be no seat in between the driver and passenger seats.

All warning packages are fully NFPA compliant and certified by the lighting component manufacturer to meet all requirements.

#### 10.00.01 Center Console for Freightliner Chassis

### 10.01 Light Bar:

The light bar is mounted on the cab roof.

#### 10.01.01 Whelen model JE2NFPA Justice Series light bar

Whelen model Justice Series, Super-LED low-profile, 56" long. Covers front and front side zones. The light bar has four (4) linear corner modules with nine (9) Super-LED light heads per module, and six (6) CON3 modules with three (3) CON3 Super-LED light heads per module.

#### 10.01.01.01 Whelen JE2NFPA Justice Series, Red

### 10.02 Siren:

#### 10.02.01 Whelen Siren

Whelen Siren 200-watt, six (6) function Class A electronic siren, mounted in the chassis cab in a location convenient to the driver. The electronic siren includes full function, 17 Scan-Lock siren tones, and hard-wired microphone. The siren control is lighted for easy night operation. Cast aluminum speaker available with three (3) siren mounting locations.

#### 10.02.01.03 Whelen 295SLSA1 siren w/speaker flush mounted curb side

#### 10.02.03 Federal Q-Siren (Q2B)

Federal Q-Siren (Q2B) is an electro-mechanical siren producing a powerful 123 decibels at 10 feet. The Q2B includes one standard activation switch on the street side floor, and a brake switch on the center console. The siren will be powered when the master switch is turned on.

#### 10.02.03.02 Federal Signal Q2B, chrome plated, mounted through front bumper street side. No chassis OEM bumper cutout.

Additional Q2B Switches

#### 10.02.03.05 Switch mounted to the curb side of center console.

### 10.04 Lower-Level Lights

#### 10.04.04 Front/Rear Whelen M6 Series LED

Whelen M6 series LED lights. Front lights will be mounted on the grill of the chassis. Rear lights will be in taillight cluster. Lights will have clear lenses.

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10.04.04.02 Front/Rear Flashers, Red, Chrome Bezel, Two (2) mounted on grill of chassis, Two (2) mounted on rear of body, Four (4) Total

### 10.05 Intersection Lights

All lights mounted 18" above the ground, and no higher than 60". One (1) positioned as far forward as possible, and one (1) positioned as close to the rear of the truck. \*With three (3) lights one (1) positioned behind the cab, but in front of the rear wheels. Lights will have clear lenses. \*If there is a front bumper extension the lights will be mounted on the extension not the side of the hood.

10.05.04 Intersection, Red, Chrome Bezel, M6 Series LED, Three (3) each side.

### 10.06 Upper-Level Side/Rear Warning Lights

10.06.08 Whelen M9V2

Whelen M9V2 Series Combination LED Scene Light/Flasher. Lights will have clear lenses.

10.06.08.02 Side/Rear, Scene/Flashers, Red, Chrome Bezel, M9V2 Series, Two (2) each side of the tank in the front and rear upper corners, with two (2) on the rear of apparatus in the upper corners. (Six (6) Total)

### 10.07 Scene lights

Scene Lights are controlled from the control center located in the chassis cab and a One Touch switch pack located on the pump panel.

10.07.05 Automatic Reverse Scene Wiring

Rear scene lights will be wired to illuminate when chassis is placed in reverse.

10.07.4831 Scene Light

There will be one (1) Whelen Pioneer PCPSM1C Surface Mount Scene Light mounted on both the curb and street sides of the tank, totaling two (2). The lights will be in the center of the tank up high and activate with the corresponding scene lights for each side.

### 10.09 Ground Lights

10.09.02 Six (6) ground lights

There are six (6) LED ground lights installed to illuminate the area below the apparatus. Two (2) lights are installed on street and curb side below the chassis steps, two (2) lights are installed on street and curb side below the pumphouse step, and two (2) lights are installed on street and curb side below the rear step area. Grounds lights will be activated when parking brake is applied.

### 10.10 Accessory Lights

10.10.01 Wigwag Headlights

Headlights have alternating headlight (wigwag) warning capability in low beam only. Wigwag is activated by a switch in the cab.

#### 10.10.01.01 Chassis OEM Installed

#### 10.10.02 Whelen Traffic Advisor model TAL65

There is one (1) Whelen Traffic Advisor model TAL65, supplied. Traffic Advisor is 36" wide, with six (6) LED lamps mounted on the upper rear of the tank and activated by a control head in the cab.

##### 10.10.02.01 Mounted to the rear of tank.

#### 10.10.06 Step Lights

##### 10.10.06.01 Four (4) Step Lights

There are four (4) LED step lights installed to illuminate the chassis steps. Two (2) lights are installed on the street and curb side below the chassis doors, one (1) per step. Two (2) lights are installed on the street and curb side below the top chassis step to illuminate the bottom step, one (1) per step. Step lights will be activated when parking brake is applied.

#### 10.10.5559 Fire Tech, HiViz LED Brow Light

One (1) Fire Tech, HiViz LED Brow Light is mounted on top of the chassis cab, as far forward as possible. Activated by a switch in the control center.

##### 10.10.5559.01 Fire Tech HiViz 20" White Flood Brow Light with 15 LED, FT-MB-15-FW

## SECTION 11: PAINTING, LETTERING, STRIPING, AND SIGNAGE

### 11.00 Painting process

The entire tank, body, and components will be washed, sanded, prepped for primer, cleaned, and primed with PPG urethane primer filler. The body will be hand sanded and color match painted using a PPG Deltron base coat/clear coat paint. After paint is applied and properly cured the apparatus will be color sanded and buffed to a high gloss. The paint process is approved by PPG.

#### 11.00.01 Color Match Single Tone, Red (Chassis is Two Tone)

##### 11.00.01.03 Color Matched, 2100 - 2500 gallon

#### 11.00.08 Paint Spray Out Request (Up to 3 Spray Outs)

### **10-YEAR WARRANTY ON PAINTED BODY PARTS**

#### 11.01 ID plate

There is a permanent plate located in the chassis cab with the following information:

Quantity and type of fluids used in the vehicle. This plate includes:

- Engine oil, quantity.
- Engine coolant, quantity.
- Chassis transmission fluid, quantity.
- Pump transmission fluid, quantity.

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- Drive axle lubrication fluid, quantity.
- Air conditioning refrigerant, quantity.
- Air conditioning lubrication oil, quantity.
- Power steering fluid, quantity.
- Front and rear cold tire pressure.
- Number of personnel the vehicle is designed to carry located in an area visible to the driver.
- Height and length of the vehicle in feet and inches.
- Gross vehicle weight rating (GVWR) in pounds.
- A safety sign FAMA07, which warns of the importance of seat belt use, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.
- A safety sign FAMA10, which warns of the need to secure items in the cab, shall be visible inside the cab.
- A safety sign FAMA15, which warns not to wear helmets while the vehicle is in motion, shall be visible from each seat that is intended to be occupied while the vehicle is in motion.
- A safety sign FAMA24, which warns personnel not to ride on the vehicle, shall be located at the rear step areas and at any cross walkways.
- Do Not Move Apparatus Light
  - A red flashing light located in the chassis cab. The light shall be illuminated automatically whenever the vehicles parking brake is not fully engaged and any of the following conditions exist:
    - Any passenger or equipment compartment door is not closed.
    - Any ladder or equipment rack is not in the stowed position.
    - Stabilizer system is not in its stowed position.
    - Powered light tower is not stowed.
    - Any other device permanently attached to the apparatus is open, extended, or deployed in a manner that is likely to cause damage to the apparatus if the apparatus is moved.

### 11.03 Vinyl Lettering

11.03.01 Provided on the chassis doors:





11.03.02 Provided on rear of the tank:



11.03.03 Provided for the customer unit number on the street and curb side chassis fenders: Location and size need to be determined. T99 will be the unit number



11.03.04 Provided on the street and curb side of the tank:



### 11.05 Reflective stripe

The apparatus body and chassis will have a reflective stripe on each side and the front bumper per NFPA 1901 standards.

11.05.03 Reflective tape inside chassis doors- Per NFPA 1901 standards any door designed to allow persons to enter, or exit has a minimum of 96 square inches of retro-reflective material affixed to the inside of the door.

11.05.03.01 Single Cab

11.05.05 (1x6x1) 6" wide Black reflective stripe with a 1" wide Black reflective stripe spaced approximately 1/2" above and below. Stripe will be straight on the body and chassis.

11.05.05.02 Tandem Axle

## 11.06 Rear Chevron

11.06.05 Diamond Grade Pattern, Chevron 100%

Per NFPA 1901 standards, 100 percent of the rear will include red and fluorescent yellow diamond grade pattern chevron retro-reflective stripe installed, with each stripe a minimum of 6" wide.

11.06.08 Diamond Grade Pattern, Chevron, Front Bumper

Front bumper will match the chevron on the rear. Retro-reflective stripe installed with each stripe a minimum of 6" wide.

## SECTION 12: CORROSION PROTECTION AND MUD FLAPS

### 12.00 Corrosion Protection

The All-Poly Series body has several features which prevent corrosion.

- All fasteners are stainless-steel where applicable.
- All contacts of dissimilar metals are insulated with 3M products to prevent galvanic corrosion.
- Rub rails are Type II bright dip anodized.
- Tow rings are powder coated steel.
- The Poly body material eliminates the need for undercoating and sprayed on coating inside storage lockers.
- The Poly body material is non-corrosive and is frequently used for storing acids.
- The Poly body material eliminates many possibilities of dissimilar metal contact caused by galvanic reaction.

### 12.01 Mud Flaps

There are two mud flaps installed behind the rear wheels.

- The mud flaps are ¼ inch thick black rubber.
- The bottom of the mudflaps are fitted with chrome weights.

# SECTION 13: PUMP AND PLUMBING

## 13.00 Pump House

### 13.00.02 Hale Top Control Pump House, Module

The apparatus is equipped with a transverse mounted pump compartment. The pump operator's panel is top mounted to allow 360-degree visibility.

- A full width walkway extending from the street side of the apparatus to the curb side of the apparatus, with a 21" wide walkway.
- Valve control levers are located on the control surface, mounted in line and directly adjacent to one another. The control handles are locking with a screw-down type release.
- The control surface and gauge panel are fabricated with black powder-coated aluminum to reduce glare.
- Pump side panels are covered with black protective material.
- A large pump inspection door is installed below the operator's control panel.
- LED lights illuminate the pump operator's control surface, gauge panel, and side panels. Lights are controlled by the operator's panel light switch.
- A safety sign FAMA25, which warns of the need for training prior to operating the apparatus, shall be located on the pump operator's panel.
- A rubber pump compartment seal provided between the rear of the pumphouse and the body.

#### 13.00.02.02 Top Control Pump House 34" wide (Q-Max, RSD, DSD only)

### 13.00.03 Pump House Options

#### 13.00.03.04 Two (2) Speedlays – Top Control Module Pump House

Two (2) speedlay, no trays.

##### 13.00.03.04.01 Two (2) Speedlays, Hale Top Control Module, 9" located on walkway

## 13.04 Split-Shaft Mounted Pump

Split-Shaft Pumps utilize a split drive gear box to power the pump from the apparatus transmission. They have many features in common with PTO driven pumps.

- Split-Shaft mounted pumps are for stationary pumping only.
- Helical design and precision-cut gears to reduce noise and minimize wear.
- Double seal ring design solid bronze impeller
- Stainless-steel pump shaft
- Maintenance free mechanical seal
- The street and curb side pump panels and access doors are constructed entirely of aluminum and be covered with black protective material.
- The pump compartment has full width vertically hinged access doors located on the upper portion of the street and curb side pump compartment.
- A latch is furnished to hold the doors closed and have a retainer attached to prevent over extension of the opened door.
- The pump operator panels are to be completely "bolted" or hinged in place for ease of removal.

- A full panel width LED light hood is provided to illuminate the street and curb side pump panels. A service light is provided to illuminate the interior of the pump compartment. Lights are controlled by the operator's panel light switch.
- 2 1/2" 400# liquid filled stainless-steel individual discharge pressure gauges and control handles.
- One 3 1/2" Master discharge gauge and One 3 1/2" Master Pump intake gauge.
- Color-coded pump panel identification labels are provided for all gauges, controls, connections, switches, inlets, and outlets.
- Pump shift is electric operated and incorporates standard automotive shifting mechanism for ease of maintenance. The pump shift switch is mounted in the cab and identified as "Pump Engagement". The pump shift assembly includes an indicating light to show when the pump has been engaged.
- The apparatus will have a "Pump Engaged" and "OK to Pump" indicator in the driver compartment.
- A test plate shall be provided at the pump operator's panel that gives the rated discharges and pressures together with the speed of the engine as determined by the certification test for each unit, the position of the parallel/series pump as used, and the governed speed of the engine as stated by the engine manufacturer on a certified brake horsepower curve.
- The test label shall be completely stamped with all information at the factory and attached to the vehicle prior to shipping.
- Master pump manifold type drain valve are provided with all pump drains connected to it and operate from the pump operators panel, so the entire pump system may be drained by a single control.
- All discharges and pre-connects with a 1 1/2" or larger valve, per NFPA 1901 standards, shall have drains or bleeder valves, having a minimum 3/4" pipe thread connection, for bleeding off pressure from the hose connection to the outlet.
- 2 1/2" auxiliary suction lines are gated with an Elkhart Unibody swing out quarter turn self-locking ball valve with chrome plated swivel adapter.
- Per NFPA 1901 standards there shall be pump system test ports mounted on the pump panel.
- The pump will have at minimum of two (2) sacrificial anodes included.

#### 13.04.05 Hale Q-Max XS 1500 Split-Shaft Pump

All the plumbing and/or piping in the pump compartment will be constructed of 304 stainless-steel or flexible piping for long life. All NPT pipe thread connections larger than 3/4" connections are avoided in the construction of the plumbing system. The following valves shall have groove connection: rear discharge, tank fill, all 2" and 2-1/2" pre-connect valves.

#### Pump Ratings:

1500 GPM @ 150 PSI

1125 GPM @ 200 PSI

750 GPM @ 250 PSI

## 13.04.20 Split-Shaft Auto Governor Options

### 13.04.20.01 Fire Research "Pump Boss 400 Series Auto Governor"

- Features:
  - Discharge pressure in PSI.
  - Pump adjustment back idle.
  - Engine monitoring of oil pressure, water temperature, battery voltage, and engine RPM.
  - Preset function for instant and reliable operation.
  - Overheat pump protection system.

## 13.05 Primer Pump Option

### 13.05.02 Trident Primer Pump, Manual

The Trident Air Primer is a pneumatically operated, oil-less primer system. The priming system has a 3-barrel, bronze construction, has no moving parts, and is NFPA Compliant. It uses compressed air supplied from the chassis. Primer is actuated via push button. Extra engagement switches are actuated with an additional push button.

#### 13.05.02.02 Primer to Pump

## 13.06 Suction Intakes

On all pumps, an intake suction relief shall be provided per NFPA 1901 standards. It will be terminated with a 2 ½" NST male adapter.

### 13.06.01 2 ½" Gated Intakes

Each intake consists of a 2 ½ " NST female chrome plated swivel intake located on the pump panel. The intake has a 2 ½ " valve, swivel adapter with screen, chrome plated plug and chain.

#### 13.06.01.05 One (1) intake, street, Top Control

### 13.06.02 Non-Gated Master Intakes

Master intakes are plumbed out both sides of the pump house and capped with a chrome long handled cap.

#### 13.06.02.08 Two (2) 6" intakes, Cast Iron Pump

## 13.07 Discharges

Discharges include:

- Tee Handle Control
- 2 ½" 400 PSI Liquid Filled Stainless Pressure Gauge
- 30 Degree Elbow, cap and chain

13.07.02 Top Control/Module Pump Panel Discharges

13.07.02.02 Two (2) 2 ½" Discharge, Street Side

13.07.02.04 Two (2) 2 ½" Discharge, Curb Side

13.07.04 Top Control/Module Pump, Rear Discharge, Curb Side, Foam Capable

13.07.04.04 One (1) 2 ½" Discharge, Through Tank, Terminated High

13.08 Accessory Discharges

13.08.2568 TFT Extenda Gun, 18" Riser, Manual

13.08.3975 TFT Hurricane Monitor with Stack Tips

13.08.08 Plumbing for Deck Gun

13.08.08.04 Top Control/Module Deck Gun Plumbing

3" Valve, plumbing installed through the top of the pumphouse, capped for future install of a deck gun, unless a deck gun is specified. Valve controls through pump panel.

13.09 Tank Fill/ Tank to Pump

13.09.01 Tank Fill Valve 2"

A 2" tank fill/pump re-circulating line provided from the pump to the water tank, with a 2" valve and 2" high-pressure flexible hose.

13.09.01.02 2" Tank Fill Valve, Top Control/Module

13.09.03 Tank to Pump 3"

A 3" tank to pump line provided from the water tank to the pump, with a 3" valve and tee handle controls, and 4" plumbing with flexible connection with check valve.

13.09.03.04 Manual Control, Top Control/Module

13.12 Pump Certification

13.12.01 MWF Calibration

The pump test shall be certified by a Midwest Fire representative.

## SECTION 14: HOSE TRAYS, PRE-CONNECTS AND CROSS LAYS

14.06 Pumphouse Step Hose Tray

Hose tray will be integrated into the pumphouse step. Dimensions are to be as large as possible and secured with two (2) Velcro straps to allow the box to pop out if it were to encounter the ground.

14.06.01 Street side

14.06.02 Curb side

14.09 Pre-connected Cross Lays

- Cross lay is pre-connected via NST swivel male gated with a ball valve.
- Pre-connect has a 2 ½ " 400psi liquid filled stainless-steel individual pressure gauge and control handle. All cross lay pre-connects are foam capable (if equipped) except for LRR.

14.09.02 Two (2) 1 ½ " NST male pre-connects, 2" valve

## 14.10 Cross Lay Options

### 14.10.04 Cross Lay Vinyl Cover

Heavy-duty flame-retardant vinyl cover with mesh ends is supplied and custom fitted to the apparatus cross lay. The cover is attached with shock cord to retain the cover during travel as required by NFPA.

#### 14.10.04.01 Black Cross lay Cover

## 14.11 Hose Bed

### 14.11.00 Hose Bed

Hose bed runs the full length and width of the tank. The floor of the hose bed is grooved to allow the loaded hose to drain and provide ventilation. The floor is fabricated from UV stable white polypropylene with inverted T slot are machined into the floor at three points to accommodate adjustable hose dividers.

#### 14.11.00.01 10" Tall Hose Bed Walls

#### 14.11.01 Hose Bed Divider

The hose bed has adjustable divider made from copolymer. The rear of the divider will have slot cut in that can be used for a hand grip.

#### 14.11.01.02 Two (2) dividers

#### 14.11.02 Hose Bed cover

Heavy-duty vinyl hose bed cover is attached across the front of the hose bed with a rail and bead system to prevent wind from getting under the cover, with a flap to cover the back of the hose bed and has a quick release elastic rope to retain the hose in the bed during travel as required by NFPA.

#### 14.11.02.07 Black Hose Bed Cover for 2100 - 2500

## 14.4938 Dunnage Box

A dunnage box constructed of aluminum will be installed on the top of the pump house. The dunnage box will be open to the top and have floor drains and floor tiles.

## SECTION 15: EQUIPMENT STORAGE AND MOUNTING

### 15.01.01 In-Tank Ladder, Suction, and Pike Pole Compartment

A compartment placed in-tank for ladders, hard suction hoses, and pike poles with a door at the rear. The compartment will have a red warning light visible to the driver which illuminates when the compartment door is open. Compartment is made to hold:

- One (1) 24' 2-section ladder
- One (1) 14' roof ladder

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- Two (2) 10' hard suction hoses
- Two (2) straight handle pike poles up to 12' long
- One (1) 10' attic ladder

15.01.01.01 Aluminum roll-up door

## SECTION 16: HOSE REEL

### 16.01 Electric hose reel with Reel Lite Hose

One (1) electric rewind hose reel with hose rollers, gated with a 1" valve and supplied with booster lite hose. Each hose reel comes equipped with one (1) button located close to the reel in an accessible location.

16.01.04 200' of 1" Reel Lite hose, curb side compartment.

## SECTION 17: CHASSIS ACCESSORIES

### 17.01 Hub and Lug Nut Covers

Stainless-steel hub and lug nut covers are installed on front and rear aluminum wheels.

17.01.03 Tandem axle chassis.

17.01.03.02 Chassis OEM Install

### 17.03 Shoreline Connection, Kussmaul Pump Plus Series

One (1) Kussmaul Pump Plus, air and battery conditioner system installed.

17.03.04 Pump Plus 1000 PLC system, 15-amp, auto eject plug-in beneath the street side chassis door.

### 17.08 Air Horns

Two (2) Stutter Tone air horns mounted. Steering wheel horn switch will control the air horns unless specified otherwise.

17.08.00 Two (2) Air Horns installed, one (1) on each side of the hood.

17.08.00.02 Chassis OEM Install

17.08.04 One (1) foot switch located on the passenger side floor

17.08.04.02 Chassis OEM Install (International located on officer dash, foot switch omitted)

### 17.10 Chassis Accessories

17.10.01 Tire Pressure Indicators

Tire pressure indicators installed to allow for inspection of pressure at the tire.



17.10.01.02 Tire Pressure Indicator for Tandem Axle Chassis

17.10.04 Heat Exchanger

A Heat exchanger permits the use of water from the pump to cool the engine. Cooling is done without mixing the engine antifreeze and the pump water.

17.10.04.02 Midwest Fire Installed

17.10.12 Engine Compartment Light, LED

A LED light will be installed in the engine compartment. The light will have at least 250 lumens and activated when the hood is open, and deactivated when the hood is shut.

17.10.12.02 Chassis OEM Install

17.11 Chassis Exhaust

17.11.01 Standard Chassis Exhaust Modifications

Chassis exhaust is modified to exit passenger side ahead of the rear wheels and vent outwards from the edge of the body. A heat shield will be fabricated from aluminum and installed between the body and the exhaust pipe. OEM supplied exhaust tip will be used when applicable.

17.11.01.01 Freightliner Exhaust Modifications

SECTION 18: LOOSE EQUIPMENT

Loose equipment required by NFPA not listed will be supplied by the customer after delivery of the apparatus prior to being put in service.

18.03.01 Aluminum Folding Attic Ladder

18.03.01.01 One (1) 10'

18.04 Firefighting Tools

18.04.02 One (1) 8' pike pole

18.04.03 One (1) 10' pike pole

18.08 Wheel Chocks

18.08.03 Two (2) Rubber Wheel Chocks, connected by rope, in spare compartment.

SECTION 19: CHASSIS

19.01 Midwest Fire supplied chassis per specification attached. Brief summary below:

Chassis Summary			
<b>Manufacturer</b>	Freightliner	<b>Cab Type (Reg, Ext, Crew)</b>	Regular
<b>Model</b>	M2 112	<b>Cab to Axle (in.)</b>	180"
<b>Engine Manufacturer</b>	Cummins	<b>Wheelbase (in.)</b>	246"
<b>Engine Model</b>	L9	<b>Front Axle Rating (Lbs.)</b>	16,000

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<b>Horsepower</b>	450	<b>Rear Axle Rating (Lbs.)</b>	46,000
<b>Transmission Make</b>	Allison	<b>Paint Color Code</b>	Pierce 225 over Pierce 90
<b>Transmission Model</b>	3000 EVS	<b>Two-Tone Scheme</b>	065-373
<b>LED Headlights</b>	Yes	<b>Auxiliary Brake</b>	Exhaust
<b>Electric Windows</b>	Yes	<b>Rear Differential Locks</b>	Tandem Interaxle
<b>Electric Locks</b>	Yes	<b>Air Brake System</b>	Drum Brakes
<b>Foot Pedal MPH</b>	60 mph	<b>Cruise Control MPH</b>	60 mph

## SECTION 30: RESTRICTIONS

### 30.01 Maximum Height

30.01.01 No Restrictions

### 30.02 Maximum Length

30.02.01 No Restrictions

## FINAL INSPECTION

The department will take physical possession of the truck and will receive all training on the operation of the truck at the Midwest Fire facility in Luverne, Minnesota during the final inspection/ delivery day.

## DELIVERY

Transportation of the apparatus post final inspection is the responsibility of the department.

*A proposal for*  
**MIDWEST FIRE EQUIPMENT REPAIR**

*Prepared by*  
**I-STATE TRUCK CENTER**  
*Chris Schrum*

*Oct 06, 2023*

**Freightliner M2 112 Plus**



Components shown may not reflect all spec'd options and are not to scale

# S P E C I F I C A T I O N   P R O P O S A L

Description	Weight Front	Weight Rear
<b>Price Level</b>		
M2 PRL-28M (EFF:MY25 ORDERS)		
<b>Data Version</b>		
SPECPRO21 DATA RELEASE VER 012		
<b>Vehicle Configuration</b>		
M2 112 PLUS CONVENTIONAL CHASSIS	8,244	6,026
2025 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
STRAIGHT TRUCK PROVISION, NON-TOWING		
LH PRIMARY STEERING LOCATION		
<b>General Service</b>		
TRUCK CONFIGURATION		
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
EPA EMISSIONS CERTIFICATION FOR 50 STATE REGISTRATION - CARB EXEMPT, FIRE AND EMERGENCY VEHICLES ONLY (INCLUDES 6X4 INCH LABEL SHIPPED LOOSE)		
NO STATE/PROVINCE INITIAL REGISTRATION SELECTED		
FIRE SERVICE		
EMERGENCY VEHICLES BUSINESS SEGMENT		
LIQUID BULK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER LEVEL II WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs		



Description	Weight Front	Weight Rear
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 62000.0 lbs		
<b>Truck Service</b>		
FIRE TANK - NO MAIN DRIVELINE DRIVEN SPLIT-SHAFT PTO/PUMP MIDWEST FIRE EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
<b>Engine</b>		
CUM L9 450EV HP @ 2100 RPM; 2200 GOV RPM, 1250 LB-FT @ 1200 RPM, R/F/E	-850	-70
<b>Electronic Parameters</b>		
60 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT 5 MPH HIGHER THAN ROAD SPEED LIMIT PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND ONE DASH MOUNTED PTO SPEED WITH PTO SWITCH ENGAGEMENT PTO SPEED 1 SETTING - 750 RPM PTO MINIMUM RPM - 700 REGEN INHIBIT SPEED THRESHOLD - 5 MPH PTO 1, NO SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, ENGAGE BEFORE DRIVING INTERLOCK		
<b>Engine Equipment</b>		
EPA 2010/GHG 2024 CONFIGURATION STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL SIDE OF HOOD AIR INTAKE WITH NFPA COMPLIANT EMBER SCREEN AND FIRE RETARDANT DONALDSON AIR CLEANER DR 12V 275 AMP 40-SI BRUSHLESS PAD ALTERNATOR WITH REMOTE BATTERY VOLTAGE SENSE (2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES BATTERY BOX FRAME MOUNTED STANDARD BATTERY JUMPERS SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB	10	-10



Description	Weight Front	Weight Rear
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
AIR COMPRESSOR DISCHARGE LINE		
GVG, FIRE AND EMERGENCY SERVICE VEHICLES ENGINE WARNING		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES	10	5
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
STANDARD EXHAUST SYSTEM LENGTH		
RH HORIZONTAL TAILPIPE, EXIT FORWARD OF REAR TIRES	20	20
6 GALLON DIESEL EXHAUST FLUID TANK		
100 PERCENT DIESEL EXHAUST FLUID FILL		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
AIR POWERED ON/OFF ENGINE FAN CLUTCH		
AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1300 SQUARE INCH ALUMINUM RADIATOR	-20	



Description	Weight Front	Weight Rear
ANTIFREEZE TO -60F, ETHYLENE GLYCOL PRE-CHARGED SCA HEAVY DUTY COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-10	

**Transmission**

ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION	-80	-20
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**Transmission Equipment**

ALLISON VOCATIONAL PACKAGE 198 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL EVS

ALLISON VOCATIONAL RATING FOR FIRE TRUCK/EMERGENCY VEHICLE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



Description	Weight Front	Weight Rear
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
PUMP MODE INPUT ENABLED 3RD/4TH LOCKUP WIRED ON TCM INPUT AJ/BQ - ALLISON 5TH GEN TRANSMISSIONS		
4TH RANGE INDICATION ON TCM OUTPUT C - ALLISON 5TH GEN TRANSMISSIONS		
QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS		
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
CUSTOMER INSTALLED CHELSEA 870 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	15	
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

### Front Axle and Equipment

DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
FIRE AND EMERGENCY SEVERE SERVICE, NON-ASBESTOS FRONT LINING		
CAST IRON OUTBOARD FRONT BRAKE DRUMS		
FRONT OIL SEALS		
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
TRW TAS-85 POWER STEERING	40	



Description	Weight Front	Weight Rear
POWER STEERING PUMP 2 QUART SEE THROUGH POWER STEERING RESERVOIR SYNTHETIC 40/50W FRONT AXLE LUBE		
<b>Front Suspension</b>		
16,000# TAPERLEAF FRONT SUSPENSION MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION FRONT SHOCK ABSORBERS	200	
<b>Rear Axle and Equipment</b>		
RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE 5.63 REAR AXLE RATIO IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		450
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES (1) INTERAXLE LOCK VALVE FOR TANDEM DRIVE AXLES INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH	20	20
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES FIRE AND EMERGENCY SEVERE SERVICE NON-ASBESTOS REAR BRAKE LINING BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S) CAST IRON OUTBOARD REAR BRAKE DRUMS REAR OIL SEALS WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS HALDEX AUTOMATIC REAR SLACK ADJUSTERS CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		20
<b>Rear Suspension</b>		
TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION 9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		560

Description	Weight Front	Weight Rear
AXLE CLAMPING GROUP		
55 INCH AXLE SPACING		
FORE/AFT AND TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40

### Pusher / Tag Equipment

NO PUSHER/TAG BRAKE DUST SHIELDS

### Brake System

AIR BRAKE PACKAGE  
WABCO 4S/4M ABS WITH TRACTION CONTROL  
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES  
FIBER BRAID PARKING BRAKE HOSE  
STANDARD BRAKE SYSTEM VALVES  
STANDARD AIR SYSTEM PRESSURE PROTECTION AND 85 PSI PRESSURE PROTECTION FOR AIR HORN(S)  
STD U.S. FRONT BRAKE VALVE  
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE  
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER  
AIR DRYER MOUNTED INBOARD ON LH RAIL MOUNTED 40"+ BOC  
STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS  
NO TANKS 40" BOC  
BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)

### Trailer Connections

NO TRAILER AIR HOSE  
NO AIR HOSE HANGER  
NO TRAILER ELECTRICAL CABLE

### Wheelbase & Frame

6250MM (246 INCH) WHEELBASE		
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	400	80
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	240	420
2675MM (105 INCH) REAR FRAME OVERHANG		

Description	Weight Front	Weight Rear
FRAME OVERHANG RANGE: 101 INCH TO 110 INCH	-90	380
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 180.51 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 177.51 in		
CALC'D FRAME LENGTH - OVERALL : 394.67 in		
CALCULATED FRAME SPACE LH SIDE : 122.1 in		
CALCULATED FRAME SPACE RH SIDE : 126.16 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S); FIRST MIDSHIP MOUNTED 36.0 INCHES BACK OF CAB		
NO CROSSMEMBERS 40" BOC		
STANDARD REAR MOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30

## Chassis Equipment

THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS		
REMOVABLE FRONT TOW/RECOVERY DEVICE, STORED ON CHASSIS FRAME	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
NO MUDFLAP BRACKETS		
NO REAR MUDFLAPS		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
EXTERIOR HARNESES WRAPPED IN ABRASION TAPE		
FACTORY INSTALLED BENDIX NEXT GEN SMARTIRE TIRE PRESSURE MONITORING SYSTEM WITH WHEEL RIM MOUNTED NEXT GEN SENSORS AND INTEGRATED IN DASH	6	6
D15-28195-000 CENTER PUNCH TO MARK CENTERLINE OF REAR SUSPENSION ON TOP FLANGE OF FRAME		
2D DXF/PDF VEHICLE DRAWING		

Description	Weight Front	Weight Rear
DON@MIDWESTFIRE.COM		
TANK BODY 1501 TO 3000 GALLONS		
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
<b>Fifth Wheel</b>		
NO FIFTH WHEEL		
<b>Fuel Tanks</b>		
50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	-10	
RECTANGULAR FUEL TANK(S)		
POLISHING OF FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
15 GALLONS ADDITIONAL FUEL		
POLISHED STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10	
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
<b>Tires</b>		
MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	50	
MICHELIN XDN2 11R22.5 14 PLY RADIAL REAR TIRES		152
<b>Hubs</b>		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
<b>Wheels</b>		
ALCOA ULTRA ONE 89U64X 22.5X9.00 10-HUB PILOT 5.99 INSET ALUMINUM FRONT WHEELS	-28	
ALCOA ULA18X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS		-248
POLISHED FRONT WHEELS; OUTSIDE ONLY		
POLISHED REAR WHEELS; OUTSIDE OF OUTER WHEELS ONLY		

Description	Weight Front	Weight Rear
BENDIX SMARTIRE TIRE PRESSURE MONITORING SYSTEM WHEEL/RIM MOUNTED SENSORS, ALL AXLES		16
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		
<b>Cab Exterior</b>		
112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
SAFETY YELLOW LH AND RH INTERIOR GRAB HANDLES AND LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT		
HOOD MOUNTED CHROMED PLASTIC GRILLE		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
CAB FLOOR, TOE BOARD AND FIREWALL HEAT SHIELD	5	
DUAL 25 INCH ROUND STUTTER TONE HOOD MOUNTED AIR HORNS	8	
DUAL ELECTRIC HORNS		
DUAL HORN SHIELDS		
REAR LICENSE PLATE MOUNT END OF FRAME		
LED HEADLIGHT ASSEMBLY AND INCANDESCENT MARKER/TURN LAMP WITH CHROME BEZEL		
LED AERODYNAMIC MARKER LIGHTS		
HEADLIGHTS ON WITH WIPERS, WITH DAYTIME RUNNING LIGHTS		
OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TAIL WIRES TO 7 FEET BEYOND END OF FRAME		-5
STANDARD FRONT TURN SIGNAL LAMPS		
NO WORK LIGHT		
469-014 UNDER HOOD LIGHT		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		



Description	Weight Front	Weight Rear
STANDARD SIDE/REAR REFLECTORS RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER 63X14 INCH TINTED REAR WINDOW TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS RH AND LH ELECTRIC POWERED WINDOWS 1-PIECE SOLAR GREEN GLASS WINDSHIELD 2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
<b>Cab Interior</b>		
RUGGED TRIM PACKAGE GRAY & CARBON VINYL INTERIOR "RUGGED" CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED) MOLDED PLASTIC DOOR PANEL MOLDED PLASTIC DOOR PANEL BLACK MATS WITH SINGLE INSULATION (1)DASH MOUNTED 12V POWER OUTLET (1)DASH MOUNTED DUAL 2.1 AMP USB-C CHARGER FORWARD ROOF MOUNTED CONSOLE CENTER STORAGE CONSOLE MOUNTED ON BACKWALL LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS DIGITAL ALARM CLOCK IN DRIVER DISPLAY (2) CUP HOLDERS LH AND RH DASH M2/SD DASH HEATER, DEFROSTER AND AIR CONDITIONER STANDARD HVAC DUCTING MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR BINARY CONTROL, R-134A PREMIUM INSULATION SOLID-STATE CIRCUIT PROTECTION AND FUSES	20	



Description	Weight Front	Weight Rear
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
STANDARD LED CAB LIGHTING		
NO SECURITY DEVICE		
ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013		
KEY QUANTITY OF 2		
LH AND RH ELECTRIC DOOR LOCKS		
SEATS INC 911 UNIVERSAL SERIES HIGH BACK AIR SUSPENSION DRIVER SEAT WITH NFPA 1901-2009/2016 COMPLIANT SEAT SENSOR	50	
SEATS INC 911 UNIVERSAL SERIES HIGH BACK NON SUSPENSION PASSENGER SEAT WITH UNDERSEAT STORAGE AND NFPA 1901- 2009/2016 COMPLIANT SEAT SENSOR	25	10
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK VINYL DRIVER SEAT COVER		
BLACK VINYL PASSENGER SEAT COVER		
NFPA 1901-2009 HIGH VISIBILITY ORANGE SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

### Instruments & Controls

FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
BRIGHT ARGENT FINISH GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
IGNITION SWITCH WITH NON REMOVABLE KEY		
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		

Description	Weight Front	Weight Rear
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
NO ADDITIONAL EXTRA SWITCH ACCUATORS		
QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH BLUNTCUTS		
ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
NO OBSTACLE DETECTION SYSTEM		
NO DR ASSIST SYSTEM		
ELECTRONIC STABILITY CONTROL		
NO LANE DEPARTURE WARNING SYSTEM		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
QUICKFIT PROGRAMMABLE INTERFACE MODULE	10	
RAM MOUNT OVERHEAD CONSOLE WITH POWER AND GROUND		
AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
ROOF/OVERHEAD CONSOLE MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
NO AM/FM RADIO ANTENNA		
POWER AND GROUND STUDS ON TOP OF DASH		
TOP OF DASH MOUNT CB RADIO PROVISION WITH PLATE AND STRAPS	2	





Description	Weight Front	Weight Rear
SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS		
INTEROPERABLE SDAR ANTENNA		
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
DETROIT CONNECT PLATFORM HARDWARE		
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
IGNITION SWITCH CONTROLLED ENGINE STOP		
PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
(1) RH FOOT SWITCH WITH DASH SWITCH FOR HORN BUTTON TO CONTROL AIR HORN, DEFAULT TO ELECTRIC <85 PSI		
NO TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

## Design

TWO COLOR CUSTOM PAINT

Description	Weight Front	Weight Rear
<b>Color</b>		
CUSTOM SLATE METALIC TBD		
CUSTOM SLATE METALIC TBD		
CAB COLOR B: 00759295EY SEMINOLE RED MET ELITE EY		
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
NO CAB/BODY EXTERIOR DECALS		
STANDARD E COAT/UNDERCOATING		

<b>Certification / Compliance</b>		
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

**T O T A L V E H I C L E S U M M A R Y**

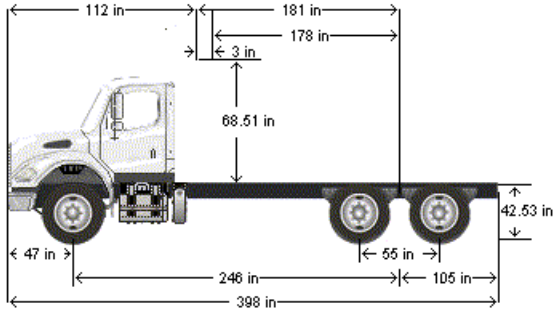
<b>Weight Summary</b>			
	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	8516 lbs	7885 lbs	16401 lbs
<b>Total Weight<sup>+</sup></b>	<b>8516 lbs</b>	<b>7885 lbs</b>	<b>16401 lbs</b>

(+) Weights shown are estimates only.  
If weight is critical, contact Customer Application Engineering.

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



## D I M E N S I O N S



### VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

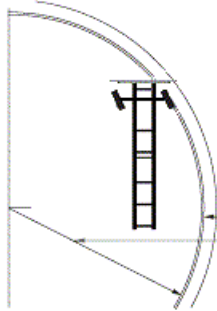
Model .....	M2112
Wheelbase (545) .....	6250MM (246 INCH) WHEELBASE
Rear Frame Overhang (552).....	2675MM (105 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) .....	NO FIFTH WHEEL
Mounting Location (577) .....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in).....	0
Maximum Rearward Position (in) .....	0
Amount of Slide Travel (in).....	0
Slide Increment (in).....	0
Desired Slide Position (in).....	0.0
Cab Size (829).....	112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682).....	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016) .....	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE EXITING FORWARD OF REAR TIRES

### TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	112.4
Bumper to Centerline of Front Axle (BA)	46.9
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	180.5
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	177.5
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	285.8
Cab Height (CH)	68.5
Wheelbase (WB)	246.1
Frame Overhang (OH)	105.3
Overall Frame Length	394.7
Overall Length (OAL)	398.2
Rear Axle Spacing	55.0
Unladen Frame Height at Centerline of Rear Axle	42.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

## TURNING RADIUS



Turning radius graphic and data provided strictly for comparisons between model configurations. Weather, road surfaces, and tire treads affect the results. It is strongly suggested that actual vehicles be measured before constructing any roads/driveways using this information. For specific figures regarding your configuration, please contact your CAE representative.

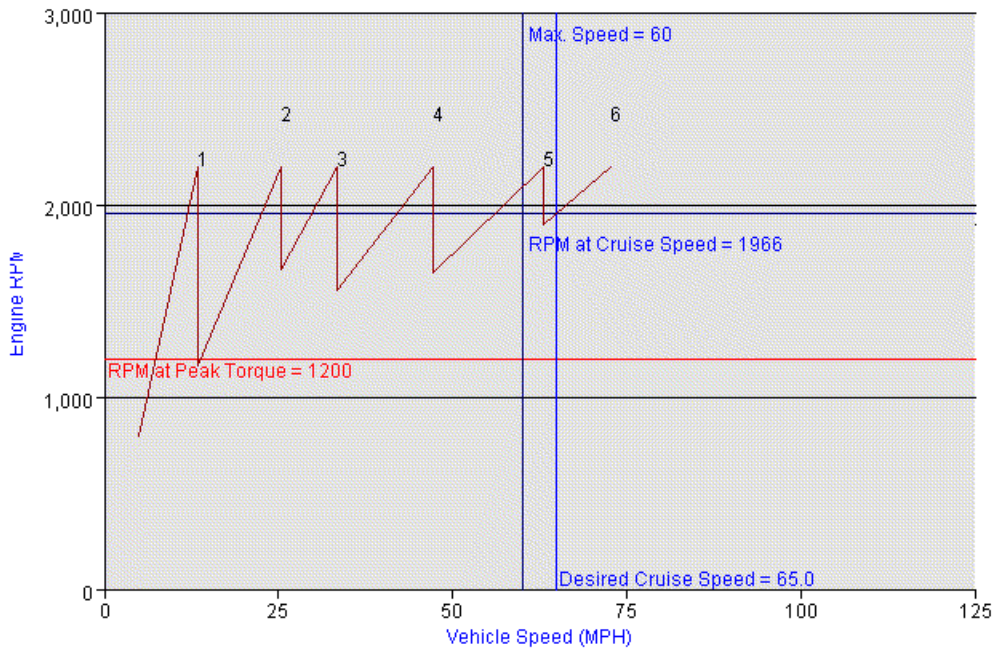
	Dimensions	Tolerance
Wall to Wall Diameter (ft)	75.0	+/- 3.0
Curb to Curb Diameter (ft)	72.8	+/- 3.0
Turning Radius (ft)	35.9	+/- 1.5

### VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model .....	M2112
Cab Size (829).....	112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545) .....	6250MM (246 INCH) WHEELBASE
Front Tires (093).....	MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY RADIAL FRONT TIRES
Width (in) .....	12.4
Front Axle (400).....	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in) .....	71
Bumper (556) .....	THREE-PIECE 14 INCH CHROMED STEEL BUMPER WITH COLLAPSIBLE ENDS
Width (in) .....	93.5
Bumper Miter to Front Axle (in) .....	27.56
Primary Steering Location (003) .....	LH PRIMARY STEERING LOCATION
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Dual Steering Gear .....	NONE
Ram.....	NONE
Rear Axle (420) .....	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
Axle Spacing (624) .....	55 INCH AXLE SPACING

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

## SHIFT CHART



### VEHICLE SPECIFICATIONS SUMMARY - SHIFT CHART

Model .....	M2112
Cab Size (829).....	112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph) .....	65.0
Engine (101).....	CUM L9 450EV HP @ 2100 RPM; 2200 GOV RPM, 1250 LB-FT @ 1200 RPM, R/F/E
RPM at Peak Torque .....	1200
Governed RPM.....	2200
Transmission (342).....	ALLISON 3000 EVS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL .....	N/A
Gear Ratio: L .....	N/A
Gear Ratio: 1 .....	3.49
Gear Ratio: 2 .....	1.86



Gear Ratio: 3 .....	1.41
Gear Ratio: 4 .....	1
Gear Ratio: 5 .....	0.75
Gear Ratio: 6 .....	0.65
Gear Ratio: 7 .....	N/A
Gear Ratio: 8 .....	N/A
Gear Ratio: 9 .....	N/A
Gear Ratio: 10 .....	N/A
Gear Ratio: 11 .....	N/A
Gear Ratio: 12 .....	N/A
Gear Ratio: 13 .....	N/A
Gear Ratio: 14 .....	N/A
Gear Ratio: 15 .....	N/A
Gear Ratio: 16 .....	N/A
Gear Ratio: 17 .....	N/A
Gear Ratio: 18 .....	N/A
Auxiliary Transmission (352).....	NO AUXILIARY TRANSMISSION
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Transfer Case (373).....	NO TRANSFER CASE
Low Gear Ratio.....	N/A
High Gear Ratio.....	N/A
Rear Axle (420) .....	RT-46-160P 46,000# R-SERIES TANDEM REAR AXLE
Number of Speeds.....	1
Rear Axle Gear Ratio(s).....	5.63 REAR AXLE RATIO
Rear Tires (094) .....	MICHELIN XDN2 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile .....	496

**TABLE SUMMARY - SHIFT CHART**

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Percent Split	RPM After Shift	MPH at Peak Torque RPM	MPH at Governed
1	3.49	5.63	19.65	N/A	800	7.4	13.5
2	1.86	5.63	10.47	87.6	1172	13.9	25.4
3	1.41	5.63	7.94	31.9	1668	18.3	33.5
4	1.00	5.63	5.63	41.0	1560	25.8	47.3
5	0.75	5.63	4.22	33.3	1650	34.4	63.0
6	0.65	5.63	3.66	15.4	1907	39.7	72.7

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





901 Commerce Road • P.O. Box 524 [www.MidwestFire.com](http://www.MidwestFire.com) Luverne, MN 56156 • 1.800.344.2059

## LETTER OF UNDERSTANDING

This Letter of Understanding will memorialize the agreement between Midwest Fire Equipment & Repair Company (Midwest Fire) and Town of Malabar (Malabar). This document pertains to a fire apparatus to be manufactured by Midwest Fire, a 2500-gallon, All-Poly® Series Tanker Pumper and Freightliner M2 112 Chassis.

### Timing/Delivery of Freightliner Truck Chassis:

- The Malabar apparatus project will be added to the next available slot in the Midwest Fire production schedule (currently estimated to be in August of 2025).
- To maintain the typical production timeline, Midwest Fire requires that the Freightliner truck chassis be onsite, at its Luverne, MN facility, not later than May 1<sup>st</sup>, 2025. If the truck chassis is not delivered by this date, the Malabar Fire Department understands & acknowledges that Midwest Fire may reprice the cost of the apparatus.

Midwest Fire will do everything possible to maintain the production schedule & pricing extended on this fire apparatus project. However, given the open-ended availability of the Freightliner truck chassis, Midwest Fire is unable to extend pricing beyond the dates detailed above.

### ACKNOWLEDGED AND AGREED TO BY:

**Midwest Fire Equipment and Repair Company**

**Town of Malabar**

\_\_\_\_\_  
Sarah J. Atchison, Owner/President & CEO

\_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# MIDWEST FIRE®

901 Commerce Road • P.O. Box 524 [www.MidwestFire.com](http://www.MidwestFire.com) Luverne, MN 56156 • 1.800.344.2059

Fire Department: Malabar Fire Dept.

City/ State: Malabar, FL

Re: Paint Color, Pierce 225 over Pierce 90

To ensure that we properly match the color for your apparatus, we have sent sample(s) from the chassis manufacture of the color(s) you have requested.

**\*If this color matches your needs, please fill out, sign this form and the spray out. Then return the form and the spray out to Midwest Fire via enclosed envelope.**

\*If the color does not match your needs, please contact us ASAP for request of new color. We will need the incorrect code(s) with a description of your change.

Upon receipt of your paint approval your apparatus will then be added to the production schedule. Until then your truck is on hold and will not be added to the production schedule.

### **Approved Chassis Paint Color Code:**

Two Tone:  Yes  No

1) Chassis Color & Code: Pierce 225 \_\_\_\_\_ (top color if two tone)

2) Chassis Color & Code: Pierce 90 \_\_\_\_\_ (bottom color if two tone)

Chassis Paint Scheme Code: 065-373 \_\_\_\_\_ (two tone only)

### **Apparatus Body Color and Layout:**

Two Tone:  Yes  No

1) Apparatus Body Color & Code: Color Match Red to Chassis \_\_\_\_\_ (top color if two tone)

2) Apparatus Body Color & Code: NA \_\_\_\_\_ (bottom color if two tone)

Apparatus Body Color Split: NA \_\_\_\_\_ (two tone only)

### **Notice:**

Midwest Fire Trucks are sprayed using high-quality PPG finishes designed to produce superior durability, long lasting gloss, and protection in even the harshest environments. While we strive to offer excellent color match, keep in mind that color match can shift due to several variables. Color swatches that we receive may be produced using ink or dye. Our matches will be re-created using hand sprayed urethane liquid. Also, color swatches sprayed with different paint brands or swatches that have faded over time can vary greatly. Our goal is customer satisfaction, and we work hard to produce the best possible match regardless of these variables using industry standard "Blendable Match" Delta E Ratings. When comparing colors, always make sure you are doing this under daylight conditions as fluorescent and other artificial light sources can cause colors to appear to not match in these lighting conditions.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Approval Signature

\_\_\_\_\_  
Date



901 Commerce Road • P.O. Box 524 [www.MidwestFire.com](http://www.MidwestFire.com) Luverne, MN 56156 • 1.800.344.2059

## PURCHASE CONTRACT

October 23, 2023

Town of Malabar  
1840 Malabar Road  
Malabar, FL 32950

Midwest Fire Sourcewell Contract:  
Town of Malabar Sourcewell Membership:

113021-RCK  
ID #76403

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: \_\_\_\_\_ (“Customer”) and an officer of Midwest Fire Equipment & Repair Co. (“Midwest Fire”) the following apparatus and equipment:

One (1) New All Poly 2500 Gallon Tanker Pumper and Freightliner M2 112 Regular Cab Chassis

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, to be completed same in: 260 business days after receipt of truck chassis by Midwest Fire, subject to all causes beyond our control.

Apparatus	
<b>Apparatus Proposal Price</b>	\$ 388,141
<b>Chassis Proposal Price</b>	\$ 130,380
<b>Sourcewell Pricing</b>	\$ (19,407)
<b>Apparatus &amp; Chassis Proposal Price</b>	\$ 499,114
<b>Total Proposal Price:</b>	<b>\$ 499,114.00</b>

NOTE: CHASSIS PRICING IS ESTIMATED FOR THE CURRENT MODEL YEAR. DUE TO VENDORS INCREASE IN PRICING, GOVERNMENT MANDATES (EPA, ETC.), OR MODEL YEAR ACTUAL PRICING DIFFERS, PRICING WILL BE RE-PRICED UPON MIDWEST FIRE RECEIPT OF CHASSIS INVOICE FROM OEM.

Midwest Fire has accounted for an additional \$7,500 in surcharges and price increases from Chassis OEM in the Chassis Proposal Price. Any amount less than the Chassis Proposal Price on the final chassis invoice will be credited back to the Town of Malabar on the final payment. Any amount exceeding the Chassis Proposal Price on the final chassis invoice will be the responsibility of the Town of Malabar.

Customer is responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

**Terms:**

A deposit in the amount of \$10,000 shall be paid within 10 business days upon acceptance of this Proposal by the Customer.

The balance of the value of the chassis less the deposit shall be paid within 10 business days of Midwest Fire receiving formal notification that chassis is complete from the OEM.

Customer is responsible to pay the remaining balance in full upon acceptance of apparatus.

Midwest Fire will honor the price & terms quoted in this purchase contract for a period of 30 days from the date noted above. Beyond the contract deadline date, all pricing and terms are subject to change.

**Pre-Construction Meeting:**

Within twenty-one calendar days after contract signing, Customer is responsible to join Midwest Fire for an in person, conference call or video based, Pre-Construction Meeting to review project specifications in depth. Midwest Fire will support the Pre-Construction meeting with the Lead Salesperson for the project, Project Manager, and Subject Matter Experts as required. Any changes made to the project during the Pre-Construction meeting will be calculated at standard pricing. No change order fee is charged.

**Change Orders:**

Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the Pre-Construction meeting is held, any future change will be subject to a minimum change order fee of \$500 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

**Force Majeure:**

Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this contract, for any failure or delay in fulfilling or performing any term of the contract (except for any obligation to make payments to the other party hereunder), when and to the extent such party's failure or delay is caused by or results from the following events: (1) acts of God; (2) flood, fire, earthquake, tornado, or explosion; (3) war, invasion, hostilities, terrorist threats, or acts, riot, or other civil unrest; (4) government order, law, or action; (5) embargoes or blockades in effect on or after the date of this contract; (6) national or regional emergency; (7) strikes, labor stoppages or slowdowns, supply chain shortages or disruptions, unforeseen price changes and cancellations by OEMs, or other industrial or manufacturing disturbances; or (8) power outages or shortages, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials.

The party impacted by any of the above force majeure conditions shall give notice to the other party within five calendar days of learning of such condition(s), stating the period of time the occurrence is expected to continue. The party impacted by any of the above force majeure conditions shall resume the performance of its obligations as soon as reasonably practicable after the removal of the condition.

**Taxes Responsibility of Customer:**

Any and all sales, use, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any governmental authority on any amounts payable by Customer under this contract shall be the sole responsibility of Customer.

**No Liability for Consequential or Indirect Damages:**

Neither Midwest Fire nor its representatives is liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of or relating to any breach of this contract, regardless of whether such damages were foreseeable or whether or not Midwest Fire was advised of the possibility of such damages.

**Binding Effect:** This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries. No amendment or modification of this contract is effective unless in writing and signed by each party.

**Governing Law:** This contract shall be governed by the laws of the State of Minnesota.

**Entire Agreement:** This contract, and any change orders, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**Severability:** If any term of this contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or provision of this contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

**Jurisdiction and Venue:** Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

**Exclusion of Warranties:** EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

Respectfully submitted,

Sarah J. Atchison  
President & CEO  
Midwest Fire Equipment & Repair Company



# NOTICE

**FINAL SPECIFICATIONS:** Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

**CHANGE ORDERS:** The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. **Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline.** Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.

*IF THE EQUIPMENT/ITEM/FEATURE IS NOT DETAILED IN THE SPECIFICATIONS FOR YOUR TRUCK AND YOU DO NOT HAVE A CHANGE ORDER, SIGNED BY BOTH YOU & MIDWEST FIRE, DETAILING THE CHANGE/ADD OF THE EQUIPMENT/ITEM/FEATURE FOR YOUR TRUCK, IT WILL NOT BE INCLUDED ON YOUR TRUCK.*

**FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING:** The Purchase Contract states clearly that:

- 1) at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.**
- 2) you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility in Luverne, Minnesota.**

I hereby acknowledge that I have received & fully understand the above information.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

# TOWN OF MALABAR

## COUNCIL MEETING

AGENDA ITEM NO: 12.c  
Meeting Date: November 20, 2023

Prepared By: Lisa Morrell, Town Manager

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**SUBJECT: NATURAL RESOURCES MANAGEMENT DEPARTMENT, STORMWATER PROGRAM INTERLOCAL AGREEMENT**

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### **BACKGROUND/HISTORY:**

The Town has a long-standing partnership with Brevard County and administering and managing the Town's Stormwater Program for consistency with the policies, procedures, and practices of the County's Natural Resources Management Department Stormwater Program Stormwater Program for over a decade. The attached Interlocal Agreement is a new 3 year contract with extension offerings up to two (2) one-year renewals; as the existing agreement is expired and has no options for a renewal.

For the purposes of this agreement the authority to make minor adjustments in procedures and practices not affecting policy is hereby delegated to the County Manager and the Town Manager, provided that said amendments do not vary the specific terms and conditions of this agreement or any applicable Town or County ordinances. The tasks of administering the program are listed on pages one and two of the attached agreement; which provide the Town with a number of resources that are not available nor within the capacity of the Town's expertise.

The contract also gives opportunity to the Town for selection and use of additional services, programs, and or continuing consultants of Brevard County at an additional fee schedule.

### **ATTACHMENTS:**

Stormwater ILA Contract 2023

### **FINANCIAL IMPACT:**

The annual contract totals \$17,500, the stormwater fund line item 538.3405 is budgeted at \$10,000.

Use of other contracted services, 538.3113 engineering, budgeted at \$15,000 will be reduced by \$7500 as transfer within the operating department budget. Rendering a balance of \$7500.

### **ACTION OPTIONS:**

Motion to approve and authorize the Mayor to execute the Stormwater ILA Contract 2023 between the TOWN of MALABAR and the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS for the Stormwater Program.

**NATURAL RESOURCES MANAGEMENT DEPARTMENT, STORMWATER PROGRAM  
INTERLOCAL AGREEMENT  
MALABAR**

**THIS INTERLOCAL AGREEMENT** (hereinafter the “Agreement”) is made and entered by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS a political subdivision of the State of Florida (hereinafter referred as “County”) and the Town of Malabar, a municipality incorporated under the laws of Florida, (hereinafter referred as the “Town”).

**WITNESSETH:**

**WHEREAS**, the County currently operates and manages a Stormwater Program under the authority of Chapters 403 and 197, Florida Statutes; and

**WHEREAS**, the Town currently operates and manages a Stormwater Program under the authority of Chapters 403 and 197, Florida Statutes; and

**WHEREAS**, the County and the Town recognize there are mutual benefits associated with a more efficient regional approach to the management of stormwater issues; and

**WHEREAS**, the Board of County Commissioners has authorized the expansion of the County’s Stormwater Program for administration and operation of municipality adopted benefit zones; and

**WHEREAS**, the Town Council of Malabar, Florida has determined that the County’s administration of the town’s Stormwater Program will best serve the interest of its citizens; and

**WHEREAS**, this agreement is authorized pursuant to Section 163.01, Florida Statutes, as an Interlocal agreement; and

**NOW THEREFORE**, in consideration of the premises and covenants herein contained, it is mutually agreed between the parties as follows:

**SECTION 1. STATUTORY AUTHORITY**

This agreement is entered into under the authority vested in the parties by Section 163.01, Florida Statutes, whereby an interlocal agreement is an agreement entered into by political subdivisions to allow local government units to provide services or facilities to another local



government unit or public agency on a basis of mutual advantage and cooperation for the betterment of the local community needs in the public interest.

## **SECTION 2. PROGRAM ADMINISTRATION**

The County shall administer and manage the Town's Stormwater Program consistent with the policies, procedures, and practices of the County's Natural Resources Management Department Stormwater Program in effect on the effective date of this agreement. For the purposes of this agreement the authority to make minor adjustments in procedures and practices not affecting policy is hereby delegated to the County Manager and the Town Manager, provided that said amendments do not vary the specific terms and conditions of this agreement or any applicable Town or County ordinances. Procedural amendments shall be in writing executed by the County Manager and Town Manager. Administration of the Town's Stormwater Program includes but is not necessarily limited to:

- a) Management of the parcel database including coordination with the County Property Appraiser, Tax Collector, and Information Technology offices.
- b) Administration of the Credit Policy Program, including inspection and review.
- c) Annual drafting of required Ordinances, Rate Resolutions, and annual assessment rolls as necessary. All such actions must be reviewed by the Town Manager and approved by the Town Attorney. All such actions shall be adopted by the Town Council, as required by law.
- d) Review and adjustment of Stormwater Assessment bills, when appropriate, through the Error and Insolvency process.
- e) Providing information and coordination related to billing inquiries to the citizens within the MSBA.
- f) Management of technical staff employed by the County's Stormwater Program.
- g) Town staff yearly training to meet the minimum NPDES requirements.
- h) Other activities performed by the County related to the Town of Malabar Stormwater Management Program (SWMP) required under the Generic Permit for Discharge of Stormwater Phase II, Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit effective February 2021.
- i) Participation in the Stormwater Education and Outreach Interlocal Agreement, as long as the County is managing the Lagoon Loyal program through a third party vendor.

- j) Investigation of environmental or water management concerns (illicit discharges).
- k) Yearly compliance inspections of stormwater management systems receiving stormwater credit.
- l) Preparation of activities directly related to the NPDES generic permit for Discharge of Stormwater Phase II, Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit effective February 2021, including:
  - i. Collection of documentation related to annual reporting for activities performed by the County.
  - ii. Preparation of the annual report.
  - iii. Responses to the Florida Department of Environmental Protection requests for additional documentation/information related to the NPDES annual report.
  - iv. County back-up documentation for the NPDES.
- m) The Brevard County Property Appraiser incurs administrative costs maintaining the expanded use code system. The rate of compensation for administrative costs has been set at \$0.60 per parcel for fiscal year 2022-23. Thereafter the rate of compensation shall be the new rate, effective on the same date that the Brevard County and Brevard County Property Appraiser's agreement is effective.
- n) Compensation for Information Technology Department services at the rate of \$1.00 per parcel.

### **SECTION 3. ASSESSMENT REVENUE**

Special assessment revenues as budgeted by Town Council and collected within the Town for the Stormwater Program will be used for administering, planning, constructing, operating, and maintaining stormwater management systems benefiting the Town. The Town may utilize the funds available for maintenance of, and/or capital improvements of the Town's existing stormwater system and may authorize other uses of the funds related to the stormwater sewer system, with a simple majority vote of the Town Council.

### **SECTION 4. CUSTODIAN OF FUNDS**

During the period covered by this Interlocal Agreement, the Town shall be the custodian of funds generated within the MSBA.

## **SECTION 5. ADJUSTMENTS OF ASSESSMENTS AND EXPENDITURE OF COST**

In the event an adjustment or individual calculation of an annual Stormwater Assessment is required, The County's Natural Resources Management Department Director (Director) or his/her designee shall have the authority to make such adjustment in accordance with County policies and procedures. Any appeals related to credit issuance, exemptions from, or adjustments to, any stormwater assessment will be resolved utilizing the procedure outlined in Brevard County Code, Chapter 110, Article V, Section 110-373(c), as amended. The Town shall be given notice of any request for adjustment and/or appeal and has the right, but not the obligation, to participate in any hearing requesting and adjustment or an appeal.

All expenditures of funds pursuant to this agreement which are collected within the MSBA shall require the approval of the Director and the Town Manager. In the event of a disagreement as to the approval of expenditure, the decision of the Town Manager shall prevail. It is recognized that during the period covered by this Interlocal Agreement, services of Town Departments/Divisions, such as purchasing, financial, or legal services, may require reasonable compensation, and if required, will be set forth in the annual program operating budget.

## **SECTION 6. PURCHASING AND FINANCIAL PRACTICES**

During the period covered by this Interlocal Agreement, purchasing and financial processes shall be in accordance with the Town's policies and procedures, as amended from time to time.

## **SECTION 7. ADMINISTRATIVE COSTS**

The Town shall pay an annual fee for its share of the County Stormwater Program's administrative costs. The Town and County agree that the Town's share of the administrative costs for the 2022-23 fiscal year is \$17,500. The annual fee reflects administrative costs incurred by the Town for County provided services and staff billable rates. The Town's share of the administrative costs shall be adjusted annually hereafter, by adding the Consumer Price Index for All Urban Consumers (CPI-U) U.S. city average, all items, as reported by the United States Department of Labor, Bureau of Labor Statistics, as measured in accordance with Section 193.155(1)(b), Florida Statutes. The Town shall be billed the adjusted annual fee yearly by October 15<sup>th</sup>. County provided administrative services are listed in Section 2 Program Administration.

The proposed annual budget, including the yearly adjustment to account for the CPI increase provided herein, will be coordinated with the Town for review and approval. In the event of a disagreement the Town Manager and the Director shall meet and resolve the disagreement.

#### **SECTION 8 - DIRECT COSTS FOR SPECIAL SERVICES**

The Town will pay direct labor and related costs incurred for special services pre-approved in scope and budget by the Town. These services shall include but are not limited to the coordination and documentation required for the Town's future Stormwater Fee increases and coordination and documentation to complete the DEP NPDES Audit. Costs for these services will be charged on an hourly rate, to be submitted to and approved by the Town, and shall also include associated costs of supplies and expenses, and capital equipment. The County will maintain appropriate records in a format acceptable to the Town to support these charges.

#### **SECTION 9. REMMITANCE OF ADMINISTRATIVE COSTS**

The Town will remit to the County the annual fee for administrative costs upon receipt of invoice from the County. Invoicing shall be done on the first quarter at the beginning of the fiscal year, as set forth in Section 7.

#### **SECTION 10. LEGAL SERVICES**

During the period covered by this agreement, the Town agrees that any claims or suits involving operation of the stormwater program within the Town limits will be defended by and at the expense of the Town. However, the County, pursuant to a separate agreement if entered into, and at the request of the Town, may defend the Town against all claims arising out of decisions relating to adjustments or credit to an individual fee; or appeals to or from the Stormwater Program Appeals Committee as set forth in Section 5, including actual reasonable attorney, paralegal or other staff fees incurred by the County Attorney's Office. For internal control and audit purposes, time records will be kept by the County Attorney's Office for all time charged against Town stormwater assessments. Time records will include who performed the individual task [e.g.-draft letters, research], date tasks performed, time expended for each task expressed in tenth of an hour, and total amount billed. Costs of such defense shall be paid from the stormwater assessment imposed by the Town.

## **SECTION 11. CONTINUING CONSULTANTS**

The Town shall have available for its use the services of continuing consultants as selected by the County under the Competitive Consultant Negotiation Act (CCNA).

## **SECTION 12. REPRESENTATIONS OF THE TOWN**

The Town makes the following representations to the County:

- a) The Town is duly organized and in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.
- b) The Town has the power, authority, and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance thereof by the Town (i) has been duly authorized by the Town of Malabar; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the Town, except as otherwise provided herein.

## **SECTION 13. REPRESENTATIONS OF THE COUNTY**

The County makes the following representations to the Town of Malabar:

- a) The County is duly organized and in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Interlocal Agreement.
- b) The County has the power, authority, and legal right to enter into and perform the obligations set forth in this Interlocal Agreement, and the execution, delivery, and performance thereof by the County (i) has been duly authorized by the Board of County Commissioners of Brevard County; (ii) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the County, except as otherwise provided herein.

## **SECTION 14. RECORDS REVIEW**

It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the County's Stormwater Program relating to this Agreement shall be deemed to be a "Public Record," whether in the possession



The person or address to which any notice or other writing may be given, made or sent, as above provided, may be unilaterally changed by written notice given as above provided.

#### **SECTION 16. THIRD-PARTY BENEFICIARIES; PARTNERSHIPS**

(a) No Third-Party Beneficiaries. It is expressly agreed to by the parties, and it is the expressed intent of the parties that there are no intended or unintended, expressed, or incidental, third-party beneficiaries of this Agreement. Consequently, this Agreement may NOT be relied upon by any person or entity other than the County or the Town.

(b) Partnership. The County and the Town shall not be deemed to be partners or co-joint ventures of one another by virtue of this Agreement.

#### **SECTION 17. DEFAULT**

(a) It is expressly agreed between the parties hereto that in the event the Town determines the County, or the County determines the Town, to be in default of any of the conditions, covenants, or agreements of this Agreement, the Manager or Manager of the party hereto alleging a default will provide written notice thereof to the Manager or Manager of the party hereto alleged to be in default. Default with regard to any provision hereof shall be construed as a material breach of this Agreement, the intent of the parties being that all terms of this Agreement are material. The party alleged to be in default shall, within fifteen (15) days of the receipt of such notice, initiate action to correct such default and promptly and diligently prosecute such corrective action to completion; provided, however, that during said fifteen (15) day period if the Manager or Manager of the entity alleged to be in default disagrees with the determination of the entity alleging a default, then in such event both Manager and Manager shall meet and discuss the alleged default and possible correction thereof. In the event the two parties cannot agree on whether a default exists or how to resolve the default, they shall present an agreed upon statement of the issue(s) outstanding to their respective governing bodies, together with alternatives proposed by both parties for any corrective action to be undertaken. At this point, both parties shall immediately coordinate with one another to simultaneously satisfy the requirements of subsection (b) and Section 164.103, Florida Statutes, in a prompt manner.

(b) If the governing body of the entity alleging a default determines no default to have occurred, no further action by the entity claimed to be in default shall be necessary.

(c) If the governing body of the entity alleging a default determines a default to have occurred, but the governing body of the entity alleged to be in default determines no default to have occurred, then the entity alleging a default shall retain all legal and equitable rights and

remedies available, but unless otherwise terminated by either party, this Agreement shall continue in full force and effect during any judicial proceeding initiated by the entity alleging a default. If the governing body of the entity alleging a default is dissatisfied with the remedy elected by the party alleged to be in default or the progress in remedying the default, the entity alleging a default shall retain all legal and equitable rights and remedies available.

(d) If a majority vote of each of the governing bodies determines a default to have occurred and agrees upon a method for the prosecution of corrective action and appropriate corrective action, the entity in default shall initiate corrective action within fifteen (15) days of the date of final determination of such default by both governing bodies and promptly and diligently prosecute such corrective action to completion. Thereafter, the parties to this Agreement shall retain all legal rights and remedies available to them, but unless otherwise terminated by either party hereto, this Agreement shall continue in full force and effect during any judicial proceeding initiated by either party.

(e) Remedies and Waiver. All remedies conferred on either party shall be deemed cumulative, and no one remedy is exclusive of the other or of any other remedy conferred by law. Waiver by the Town or the County, or failure of the Town or the County to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition herein contained. In no event shall the County be deemed liable for the costs, damages, or attorney's fee incurred as a result of services provided herein.

#### **SECTION 18. SEVERABILITY**

If any part of this Interlocal Agreement is found invalid, unconstitutional, or unenforceable by any court, such invalidity or unenforceability shall not affect other parts of this Interlocal Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be accomplished. This agreement shall be enforced and interpreted as if such invalid, unenforceable, or unconstitutional provision did not exist.

#### **SECTION 19. ENTIRETY**

This Interlocal Agreement, including exhibits, if any, represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Interlocal Agreement unless such amendments are in writing, signed by all the parties, and filed with the Brevard County Clerk of the Circuit Court.



## **SECTION 20. TERMINATION**

This agreement shall remain in effect until date specified in Section 21 of this Agreement or upon termination by either party. Either the Town or the County may serve written notice to the other party to terminate the contract upon no less than one hundred twenty (120) days notice. The Town shall be responsible for all outstanding costs as permitted by this agreement.

## **SECTION 21. DURATION OF THE AGREEMENT**

This agreement shall remain in full force for a period of three (3) years after its date of execution by both parties unless this agreement is terminated as otherwise provided herein. In addition, this agreement may be extended by both parties in one (1) year increments for up to two (2) years beyond the initial three (3) year period of agreement. The County shall submit the "Written Notification of Contract Renewal " Exhibit A for the extensions to the Town Manager, for authorization with proper notification per Section 15 of this Agreement.

## **SECTION 22. EFFECTIVE DATE**

The effective date of this Interlocal Agreement shall be the date on which this fully executed agreement has been filed with the Brevard County Clerk of the Circuit Court.

## **SECTION 23. GOVERNING LAW**

The laws of the State of Florida shall govern the validity and interpretation of this Interlocal Agreement.

## **SECTION 24. VENUE, ATTORNEY'S FEES AND WAIVER OF JURY TRIAL**

Venue for legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, in any such action each party shall bear its own attorney's fees and ANY TRIAL SHALL BE NON-JURY.

## **SECTION 25. E-VERIFY**

The Parties:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement; and
- (b) Shall expressly require any contractors or subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by a contractor or subcontractor during the term of this Agreement; and  
(c) Agree to maintain records of participation in and compliance with the E-Verify program, including participation by its contractors or subcontractors as provided above, and to make such records available upon request.

Compliance with the terms of this Section is made an express condition of this Agreement and either party may treat a failure to comply as a material breach of this Agreement.

A Party who registers with and participates in the E-Verify program may not be barred or penalized under this Section if, as a result of receiving inaccurate verification information from the E-Verify program, the Party hires or employs a person who is not eligible for employment. Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

**Section 26. COUNTERPARTS**

Any Amendments and Renewals may be executed in counterparts and, in such case, together shall constitute one complete agreement.

**REMAINDER OF PAGE LEFT BLANK. SIGNATURES TO FOLLOW.**

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates of their duly authorized signatures affixed hereto.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Rachel M. Sadoff, Clerk

By: \_\_\_\_\_  
Rita Pritchett, Chair

Date: \_\_\_\_\_

(As approved by Board on: \_\_\_\_\_,  
2023)

Reviewed for legal form and content  
for Brevard County, Florida:

\_\_\_\_\_  
Heather A. Balsler, Assistant County Attorney

ATTEST:

TOWN OF MALABAR

\_\_\_\_\_  
Richard W. Kohler, Town Clerk

\_\_\_\_\_  
Patrick T. Reilly, Mayor  
(As approved by the Town Council on  
\_\_\_\_\_, 2022)

Reviewed for legal form and content  
for Town of Malabar, Florida:

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

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

**AGENDA ITEM NO: 12.d.**

Meeting Date: November 20<sup>th</sup>, 2023

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Select Space Coast League of Cities (SCLC) Delegate for 2023/2024**

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### **BACKGROUND/HISTORY:**

Each year at the first regular meeting following the election, Council selects a Member to be the voting delegate to attend the monthly Board and General dinner meetings of the Space Coast League of Cities. Council should also select an alternate delegate to attend and vote when necessary.

The current delegate is Mayor Reilly, and the current alternate is CM Scardino.

### **ATTACHMENTS:**

- 2024 Appointment of League Voting Delegate Form

### **ACTION:**

- Motion to appoint a Member as the Space Coast League of Cities Delegate
- Motion to appoint a member as the Space Coast League of Cities Alternate



# SPACE COAST LEAGUE OF CITIES, INC.

A Florida Not-for Profit Corporation

CAPE CANAVERAL	INDIALANTIC	MELBOURNE BEACH	ROCKLEDGE
COCOA	INDIAN HARBOUR BEACH	MELBOURNE VILLAGE	SATELLITE BEACH
COCOA BEACH	MALABAR	PALM BAY	TITUSVILLE
GRANT-VALKARIA	MELBOURNE	PALM SHORES	WEST MELBOURNE

*"CITIES OF BREVARD WORKING TOGETHER"*

## 2024 Appointment of League Voting Delegate/Director

The Bylaws of the Space Coast League of Cities require the following:

- Every December, the governing body of each member municipality must appoint a Voting Delegate/Director and Alternate to the League.  
**Eligibility:** Only the member municipality's elected officials, manager, attorney, clerk, and department heads are eligible to be a Voting Delegate/Director and Alternate. Any Voting Delegate/Director or Alternate who ceases to hold such a position ceases at the same time to be a Voting Delegate/Director or Alternate.  
**Functions:** The person appointed as Voting Delegate serves as both the member municipality's Voting Delegate at membership meetings and its representative to the Board of Directors. The Voting Delegate and the Director is the same person. The sole function of the Alternate for the Voting Delegate/Director is to vote in the absence of the Voting Delegate/Director.
- Following the appointment, the names of the Voting Delegate/Director and the Alternate must be promptly certified in writing to the Executive Director.
- Because dues for member municipalities are based on population, each member municipality must also certify its current population figures when it certifies its Voting Delegation/Director and Alternate.

Accordingly, please provide and certify the information requested below and return this form promptly to the League Executive Director at the email address: [execsec@scloc.org](mailto:execsec@scloc.org).

---

**Municipality:** [Click here to enter text.](#) **Current Population:** [Click here to enter text.](#)

**Voting Delegate/Director:** [Click here to enter text.](#)

**Email address:** [Click here to enter text.](#) **Telephone Number:** [Click here to enter text.](#)

**Alternate Voting Delegate/Director:** [Click here to enter text.](#)

**Email address:** [Click here to enter text.](#) **Telephone Number:** [Click here to enter text.](#)

I hereby certify that the above named persons were duly appointed by our governing body and the foregoing information is correct: **Municipality Clerk's signature:** [Click here to enter text.](#) **Date:** [Click here to enter text.](#)

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

**AGENDA ITEM NO: 12.e.**  
Meeting Date: November 20<sup>th</sup>, 2023

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Select Representative to the TPO/TAC Board for 2023/2024**

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### **BACKGROUND/HISTORY:**

Each year at the first regular meeting following the election, Council selects a representative to be the Malabar representative at the Transportation Planning Organization (TPO) and the Transportation Advisory Committee (TAC). Council should also select an alternate delegate to attend and vote when necessary.

The delegate selected last year was Town Manager Stinnett, and the current alternate selected was Mayor Reilly. Since Town Manager Stinnett's departure, Mayor Reilly has represented Malabar at the meetings.

### **ATTACHMENTS:**

None.

### **ACTION:**

- Motion to appoint a representative to the TPO/TAC
- Motion to appoint an alternate representative to the TPO/TAC

# TOWN OF MALABAR

## REGULAR TOWN COUNCIL MEETING

### AGENDA ITEM NO: **13.a.**

Meeting Date: November 20<sup>th</sup>, 2023

Prepared By: Richard W. Kohler, Town Clerk

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**SUBJECT: Combine Trails and Greenways Committee and Parks and Recreation Board – CM Hofmeister**

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#### **BACKGROUND/HISTORY:**

Each year at the last Council Meeting before the election, Council makes the annual Board and Committee Appointments. Currently the Boards and Committees have many open seats:

- Planning and Zoning Board, 2 alternate positions available.
- Board of Adjustment, 1 alternate position available
- Trails and Greenways Committee, 2 alternate positions available
- Parks and Recreation Board, 1 regular member position available, and 2 alternate positions available

During the past year, the Parks and Recreation Board was able to meet at 6 out of 11 scheduled meetings due to lack of a quorum and lack of agenda items. In an effort to increase the viability of the Parks Board, Council Member Hofmeister has requested a discussion item on combining the Trails and Greenways Committee and the Parks and Recreation Board.

Staff brought this idea to both the Trails and Greenways Committee, and the Parks and Recreation Board at their November meetings. Both groups affirmed their preference to stay independent of each other, and stated they would work to promote Parks and Recreation Board membership. Trails and Greenways Chair Thompson stated his concern with leaving one of the 11 Trail Towns in the State of Florida without a Trail organization.

#### **ATTACHMENTS:**

None.

#### **ACTION:**

Direct Staff to prepare to combine the Parks and Recreation Board with the Trails and Greenways Committee.

OR

Direct staff to promote the vacancies on the Parks and Recreation Board with the hopes of fulfilling it membership.

# TOWN OF MALABAR

## COUNCIL MEETING

**AGENDA ITEM NO: 13.b**  
Meeting Date: November 20, 2023

Prepared By: Lisa Morrell, Town Manager

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**SUBJECT: Request for P&Z advisors to review Connex Box Building**

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### **BACKGROUND/HISTORY:**

Staff has recognized that although the Town's Building Department relies on up the Florida Building Code for permitting of building structures and materials. The Florida Building Code is not specifically prohibited when structures are comprised of connex boxes, also known as shipping containers. A recent local article brought staff to research and found that it would be permissible per the Florida Building Code to build a structure from connex box materials as long as it met the minimums of the adopted requirements of the Town's Code of Ordinances.

The Town's Building Official opined that they may be constructed yet require a lot of engineering and review prior to permit issuance.

### **ATTACHMENTS:**

### **FINANCIAL IMPACT:**

### **ACTION OPTIONS:**

Motion to direct staff to compile a staff report for the Planning and Zoning Advisory Board to consider connex box building materials for structures within the Towns' jurisdiction, if any.