



REGULAR TOWN COUNCIL MEETING

Monday, May 16, 2022 at 7:30 pm

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

a. Approve Minutes of 05/02/2022

Exhibit: Agenda Report Number 4a

Attachments:

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

b. Trail Accelerator Grant

Exhibit: Agenda Report Number 4b

Attachments:

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

c. Acknowledge Approval of VFA 50/50 Grant

Agenda Report Number 4c

Attachments:

- **Agenda Report Number 4c** (Agenda_Report_Number_4c.pdf)

5. ATTORNEY REPORT

6. STAFF REPORTS

- a. Manager
- b. Special Projects Manager
- c. Clerk

7. PUBLIC COMMENTS

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

Five (5) Minute Limit per Speaker

8. PUBLIC HEARINGS: 2

a. 2nd Reading of Ordinance 2022-05 re: 11/08/2022 Ballot Referendum

Question re: Continuing MSTU for BSCO Patrol of Malabar

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; CALLING AND SCHEDULING A PERIODIC ELECTION TO DETERMINE IF THE TOWN SHOULD CONTINUE TO PARTICIPATE IN THE BREVARD COUNTY MUNICIPAL SERVICE TAXING UNIT (MSTU) FOR LAW ENFORCEMENT; PROVIDING FOR THE MANNER IN WHICH SUCH ELECTION SHALL BE CONDUCTED; ESTABLISHING THE FORM OF THE BALLOT FOR SUCH ELECTION; PROVIDING REPEAL AND AN EFFECTIVE DATE.

Exhibit: Agenda Report Number 8a

Attachments:

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

b. Waiver Request to Road Improvement Requirements for Prosperity Lane

APPLICANT, JAVIER MARTINEZ REQUESTS A WAIVER TO ROAD IMPROVEMENT REQUIREMENTS FOR 400 FEET OF PROSPERITY LANE. APPLICANT OWNS PARCEL 29-37-10-00-515 ON PROSPERITY LANE, MALABAR. HE DESIRES TO DEVELOP HIS PARCEL BUT THE CURRENT TERMINUS OF THE ACCEPTED PORTION LEAVES 400 FEET UNDER CONSIDERATION OF THE WAIVER.

Exhibit: Agenda Report Number 8b

Attachments:

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

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

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

10. ACTION ITEMS : 0

COUNCIL CHAIR MAY EXCUSE ATTORNEY AT THIS TIME

11. DISCUSSION/POSSIBLE ACTION

12. PUBLIC COMMENTS

General Items (Speaker Card Required)

13. REPORTS - MAYOR AND COUNCIL MEMBERS

14. ANNOUNCEMENTS

(1) Vacancy on the Planning and Zoning Board

15. ADJOURNMENT

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

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

Contact: Debby Franklin (townclerk@townofmalabar.org 321-727-7764) | Agenda published on
05/12/2022 at 12:35 PM

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 4.a.

Meeting Date: May 16, 2022

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

SUBJECT: Meeting Minutes

BACKGROUND/HISTORY:

Summary of Council actions at the Town Council Regular Meeting Minutes

ATTACHMENTS:

- Draft Minutes of RTCM Minutes of 5/02/2022

ACTION OPTIONS:

Council Action on Consent Agenda

**MALABAR TOWN COUNCIL
REGULAR MEETING MINUTES
MAY 02, 2022, 7:30 PM**

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

1. CALL TO ORDER:

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

2. ROLL CALL:

CHAIR:	MAYOR PATRICK T. REILLY
VICE CHAIR:	STEVE RIVET
COUNCIL MEMBERS:	MARISA ACQUAVIVA
	BRIAN VAIL
	DAVID SCARDINO
	MARY HOFMEISTER
TOWN MANAGER:	MATT STINNETT, military duty
SPECIAL PROJECTS MANAGER:	LISA MORRELL
TOWN ATTORNEY:	KARL BOHNE
TOWN CLERK/TREASURER:	DEBBY FRANKLIN, acting TM

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

4. CONSENT AGENDA:

4.a. RTCM Minutes of 4/18/22/2022

4.b. Approval to apply for the Volunteer Fire Assistance (VFA) Grants through the Florida Department of Agriculture and Consumers Services, Florida Forest Service to replace Fire Department Turnout Gear

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

5. ATTORNEY REPORT: Provided an update on EELs issue and explained the technical error on the 20/40-day response period. He will file a motion to abate on the last day. Faber foreclosure, Faber is avoiding service. Atty is going to do a service by publication. It will take a little longer.

Clerk asked Attorney to state for clarification on the record for how the lien release for 2415 Malabar Road will be processed. Attorney Bohne stated that once the fines and fees are paid in full and cleared, then the release of lien will be drafted and recorded and forwarded to the Clerk.

6. BCSO - none

7. BOARD / COMMITTEE REPORTS:

7.a. T&G Committee: Chair Drew Thompson – brief – still pursuing new signage for Cameron Preserve. We haven't lost the fact that we are a Trail Town. ENT has worked there and met with staff and PW can add fill dirt and compact it down. Request we have invasive mitigation work done. Get mitigation from or thru KBB for removal of Brazilian peppers. They are willing to meet us out there and give us an estimate. T&G also wants to bring in some native plants to blend in. CM Acquaviva asked about KBB mtg. Chair Thompson will volunteer to meet with them but make no commitment. Consensus of Council for Chair Thompson to continue and pursue estimate from KBB. CM Vail also talked about the pepper trees along the river.

7.b. Park & Recreation Board: Chair Eric Bienvenu – see below

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

8. STAFF REPORTS:

8.a. Town Manager – excused

8.b. Special Projects Manager – written - ARP report on time. Electronic Sign is complete.

Tracked Vol Asst Grant ap and it took 3 weeks to arrive in Tallahassee. Attended the 2022 HR Safety seminar in Tamarac last Thursday. Mtg set for May 12 with Palm Bay to discuss water expansion and will update Council in the June meetings.

8.c. Fire Chief – written

8.d. PW Director - written

8.e. Clerk – in case any of you missed it, Malabar now has an electronic sign we can update from Town Hall. Kudos to Council and SPM for making it happen as our first SLFRF (State & Local Fiscal Recovery Fund) project – providing touchless ability to provide information to the public. There were a few tweaks in the set-up last Friday in keeping the time in the correct zone, but SPM Lisa resolved that this afternoon.

- This is Municipal Clerks Week May 1 – 7, 2022
- Project related to the scanning project (SLFRF project) Returning residential property files – as part of the MCCi project to scan and upload existing required documents, staff will be culling the residential property files and destroying all residential single family building records older than ten years. Prior to that project beginning, we have advertised on the Town's website and Facebook page that if any property owners would like their property files that have reached the retention period of ten years will be returned to the current property owner. We have had a tremendous response in the first week.
 - VAB (value assessment board) as of 4/15/2022 determined the final gross taxable value is 304,073,181 up from 303,721,771 or about 352K.
 - Population – very disappointing but the population estimate for us to use in the 2022/2023 FY has been reduced to 2927 – a drastic reduction from the 3033 we had for last year. I will provide a copy of the response I got from BEBR of UFL on the way they calculate the pop estimate for the following year. I provided them the facts from the existing verified population when we determined that a redistricting was not necessary, the number and location of all the new homes built in 2020 thru Dec 2021 – 42 new homes, no foreclosure vacancy problems no standing empty homes as we have been told that homes are sold in less than two weeks from listing. They do use seasonal residences as a reduction in the population.
 - In going into budget workshop discussions, I would like to make you aware of the roads in que for paving estimates – Since Council adopted the cost share incentive for paving of accepted dirt roads, we have completed only one - Hunter Lane. After learning lessons from that process, (22K estimate vs. 130K reality), we have expanded the process in order to acquire more accurate detailed costs for the Town before the Town approves the special assessment. Since the Hunter Lane paving was advertised, we have received multiple petitions for paving considerations using the Special Assessment process. There is resident support for this process, we just lack a funding source. All the petitioners have been told it is a multi-year process, but the interest is there.

Rivet Lane – 1150' north of Hall Road – recd 12/16/2020

Duncil Road – ½ mile south of Hall Road – recd 8/13/2021

Howell Lane - 1145' south of Hall Road – recd 9/20/2021

Howell Lane – 1300' north of Hall Road – recd 10/18/2021

Kramer Lane -1375' north of Benjamin Road – recd 3/24/2022

So, since we are still working on getting the engineering estimates and 80% design plans for Rivet Lane that Council approved in June 2021, we may want to consider another road workshop to discuss and fine tune the method we are using, and the monies being committed to road maintenance.

- Steve Fitzgibbons SJRWMD has also contacted us regarding a future needs water supply plan we must adopt and incorporate into our Comp Plan. This was approved by their Board on 2/8/2022. We have 18 months to come up with a Water Supply Facilities Work Plan (WSFWP) with a ten-year planning period. Staff will begin working on a draft ordinance and then it will go to P&Z before it come to Council.

• Special Leg Session is over and FLC has provided a summary on the bills that passed.

- Provided an updated list of upcoming meeting dates. The two we selected for the PH for the millage and budget (Sept 12 and 26) do not conflict with the Cty or the Sch Bd so just a reminder these mtgs will be the 2nd and 4th Monday of the month.

9. PUBLIC COMMENTS: Comments at this point may address items NOT on the Agenda. Comments related to subsequent Agenda Items may be made as those items come up. Public comments do not require a Council response. (Speaker Card is Required)
Five (5) Minute Limit per Speaker.

10. PUBLIC HEARINGS: 1

10.a. Closure of Marie Street by Town of Malabar per Ordinance 2021-15 the request to barricade Marie Street right-of-way between Section 01 and Section 06 at a point adjacent to the southeast corner of Parcel 29-37-01-00-783. The purpose of the barricade would be to prevent motorized and other off-road vehicles beyond that point until development of the adjacent parcels occurs.

Exhibit: Agenda Report No. 10.a.

Mayor opened PH:

William Wall 2340 Marie Street. He noticed most of the drivers of the ATVs drive unsafely and travel down Marie Street and most are young people. He is very much in favor of this temporary closure.

Chair closed PH.

Mayor asked staff: Clerk has received no negative comments. Only supportive calls.

MOTION: CM Vail / CM Scardino to approve the temporary closing of Marie Street at that location and proceed with the reading of the resolution. Vote: All Ayes.

Resolution 10-2022 read by title only.

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE TEMPORARY CLOSURE OF MARIE STREET BETWEEN SECTION 01 AND SECTION 06 AT A POINT ADJACENT TO THE SOUTHEAST CORNER OF PARCEL 29-37-01-00-783; PROVIDING PREVENTION OF MOTORIZED AND OTHER OFF-ROAD VEHICLES BEYOND THAT POINT UNTIL DEVELOPMENT OF THE ADJACENT PARCELS OCCURS; AUTHORIZING THE TOWN CLERK TO RUN A LEGAL ADVERTISEMENT OF THIS ADOPTED RESOLUTION; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

MOTION: CM Rivet / CM Vail to approve the temporary closing of Marie Street as indicated and directed Clerk to read Resolution 10-2022 by title only for adoption.

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

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

11.a. Park and Recreation Board Recommendation and Staff Comments

Exhibit: Agenda Report No. 11.a.

Chair asked if Park & Rec Board Chair Eric Bienvenu would present. He said the Park Board had looked at doing this years before but with no budget they put it on back burner. Now they have person offering to pay for it. He said the donator would be the owner of the Muscle Car Museum. He had previously donated money for three dog parks in Melbourne. He has committed 80K to this donation but there are requirements and conditions like once they complete the build, it will be an ongoing maintenance requirement by the Town.

He went through the Agenda Report 11.a. He described the proposed site at MCP west of the soccer field parking lot. Could be extended south to make about a ½ acre site. Would require more than one pavilion, a water source, fencing and shading, etc. He thinks they

could pull water from Fire Department. Or drill another well. He said TM Matt said the Town could do some of the prep land work like clearing and staff could help with the site plan.

He said the donator originally wanted to do a fundraiser for this purpose but that has been pulled. He also requested a sign giving him recognition for the 80K donation.

CM Acquaviva asked if he could share any potential obstacles. He replied that it could be a long process and they will have to do a tortoise study. CM Rivet asked where the closest dog park is - Jahn Casey said the Fee Avenue Park is the closest that Mr. P helped with. SPM said Fred Poppe in Palm Bay is the closest to Malabar. CM Acquaviva asked Atty Bohne to address Town liability. Atty said there are many aspects Council should consider.

Chair Eric Bienvenu said John Casey could respond to that. Casey said they require signage that states the dogs all must be vaccinated, tagged, etc. but there is usually no checking. Satellite Bch has special requirements. These are free parks.

SPM stated that at the FLC seminar she attended last Thursday she learned that these parks are covered under our general liability policy and do not require a special rider, but we could still be sued. She also said that water would be more available at Eschenberg Sanctuary. Mr. Casey said that would be a none-starter for Mr. P. He wanted it at MCP. CM Acquaviva mentioned real case issues of dog injuries at some dog parks.

CM Acquaviva is on the fence. Direct staff to proceed with more information gathering. The initial cost and the ongoing costs for the operation, routine costs going forward. Rider on ins (done) CM Vail said the parking would be an issue. CM Acquaviva said we don't have a lot of employees; how are other dog parks maintained. Mr. Casey said they have a dedicated person to address these issues on site. Consensus Mayor would like to consider Eschenberg Sanctuary. Mr. Casey said the Mr. Pieloch would probably not prefer that location as it is not an established park. Consensus of Council to direct staff to continue to get operational and long-term costs going forward if they approve this.

Mayor reminded Council they had considered a earlier recommendation from Park Board for a dog park at Huggins Park and Council did not support that recommendation.

12. ACTION ITEMS:
ORDINANCES for FIRST READING: 0
RESOLUTIONS: 1

12.a. Budget Adjustment FY 2021-2022 (Reso 09-2022)

A RESOLUTION OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA, PERTAINING TO A BUDGET ADJUSTMENT IN THE FISCAL YEAR 2021-2022; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Exhibit: Agenda Report No. 12.a.

Resolution read by title only.

MOTION: CM Vail / CM Acquaviva to adopt Reso 09-2022.

Chair asked for staff comment: Clerk said this budget adjustment resolution formally documents the Council action taken at the last meeting authorizing the purchase of the used Grader and the surplus and trade-in of the Town's grader.

Discussion: none

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

MISCELLANEOUS: 0

Chair excuses Attorney

13. DISCUSSION / POSSIBLE ACTION: 1

13.a. Continue Discussion on Long-term Capital Improvement Priorities

Exhibit: Agenda Report No. 13.a.

Continued from last meeting. They agreed they need to have a meeting, but they need more information from staff. Staff will propose an alternate date later. The WS for 5/23/2022 is for budget prep to get Council priorities. Separate one will be held for capital projects funding options. FLC can help with bond possibility but that also is a long, multi-step process. It can't all be done in one year.

14. PUBLIC COMMENTS: General Items (Speaker Card Required) (5 minutes limit)

Scott Ryan, Lett Lane, had question to ask – he wanted Attorney to swear in CM before answering his questions. Atty was previously excused. Chair directed him to provide handouts to Clerk for distribution. Mr. Ryan stated Council approved leaving the gate in place. He made several statements about historical activities that occurred within the right-of-way. He stated the Town was not maintaining the ditches, which is a 3rd degree felony. He has retained an attorney. Chair said his time is up. Mr. Ryan continued to speak from the podium and the audience and Chair asked BCSD to escort him away from podium and then outside.

15. REPORTS – MAYOR AND COUNCIL MEMBERS

CM Acquaviva: nothing

CM Vail: nothing

CM Rivet: nothing

CM Hofmeister: nothing

CM Scardino: nothing

Mayor Reilly: nothing

16. ADJOURNMENT: There being no further business to discuss and without objection, the meeting was adjourned at 8:50 P.M.

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

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

Date Approved: 05/16/2022

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 4.b
Meeting Date: May 16th, 2022

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

SUBJECT: Trail Accelerator Grant

BACKGROUND/HISTORY:

- a. On May 10, 2022, Town staff became aware of a grant offered by the International Mountain Bike Association (IMBA).
- b. The grant offers matching funds for the planning aspects of trail improvements.
- c. Malabar Trails and Greenways Committee has several projects that are in the design and planning phase that could be applied for, such as the "Zig-Zag" Trail, the Briar Creek Blvd. Underpass project, and the Eagles Nest Trailhead.
- d. The grant is open for submissions between June 1st, and July 31st of 2022.
- e. Staff would like to pursue matching funds, with assistance from the T&GC in drafting the grant proposal.

ATTACHMENTS:

- a. IMBA Trail Accelerator Grant Information

ACTION OPTIONS:

- a. Request Action

Trail Accelerator Grant Program

Application period open
June 1, 2022 to July 31, 2022



INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

Table of Contents

- ❖ Introduction
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- ❖ Impact to date
- ❖ Who Can Apply?
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- ❖ Filling out the Application
- ❖ What You Will Need
- ❖ Other Things to Think About
- ❖ The List of Questions
- ❖ We Are Here to Help
- ❖ IMBA Dig In Program, funded by Shimano



IMBA's mission is to create, enhance and protect great places to ride mountain bikes.

We understand that in order to grow the quantity and quality of mountain bike trail communities, we need to accelerate the pace of trail building. Trail Accelerator grants provide a jump-start to communities that have the interest and political support to develop trail systems, but need assistance to get projects up and running.

A Trail Accelerator grant offers awardees professional trail planning and consultation services to launch their trail development efforts, which can often leverage additional investment from local, regional, and national partners.

#MoreTrailsClosetoHome



INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

Program Overview

This grant results in a planning process and documentation for your project. It is not a cash grant. Grants typically range from \$5,000-\$30,000 and they require a one-to-one match. For example, if you are awarded a \$5,000 grant, you must commit an additional \$5,000 to IMBA. If you are awarded a \$30,000 grant, you must commit an additional \$30,000 to IMBA. Finalists will receive a call from IMBA Trail Solutions staff to clarify any questions and to discuss and define the scope of work, tasks, and final deliverables of the proposed Trail Accelerator grant project. **A phone call does not mean that a grant has been awarded.** For grant awardees, the agreed-upon trail planning process will be different for each site based on the desired outcomes and will be clearly documented in a contract between the applicant and IMBA. The deliverables will include trail plans in the form of written reports and maps, based on the scope of the project.

What Types of Projects Will Be Considered?

- ❖ Projects that serve mountain bikers as the primary users, though multi-purpose human-powered trail uses are viable as well.
- ❖ Projects that will result in a visible and substantial increase in access, improved mountain bike experiences, and greater community benefit.
- ❖ Projects where the Trail Accelerator grant stands to leverage additional resources to ensure the success of the project.
- ❖ Projects that promote community development, volunteer recruitment, new rider development, youth riding, and engaging marginalized community members. Higher preference will be given to projects that demonstrate a focus on diversity, equity, and inclusion.
- ❖ A declined request does not imply that the project is not needed or valued. Those who do not receive a grant award may apply again in subsequent rounds (and we hope you do!).



Impact to Date



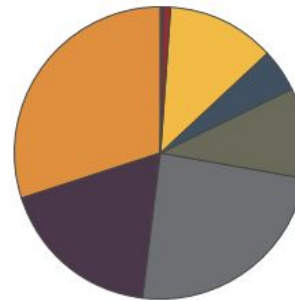
TAG

By the Numbers

2018 - 2020



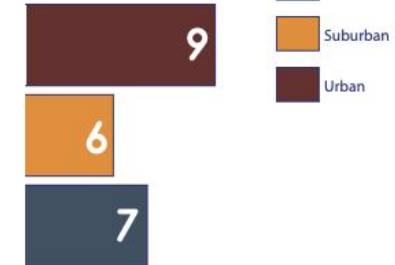
Total Additional Funding Unlocked
7.85 Million



Sources of Additional Funding

- Foundations
- Private Donations
- RTP Grants
- Corporate Donations
- Mountain Bike Groups
- Municipalities
- In-Kind Volunteer Labor
- Room Tax

Communities Impacted



6 Projects Provide Venues for NICA Teams



NICA NATIONAL INTERSCHOLASTIC CYCLING ASSOCIATION

Who Can Apply?

Local, municipal, state, or federal government agencies, and 501(c)3 nonprofits that actively manage parks and trails may apply. Mountain bike clubs and IMBA Local partners with the capacity to match and manage a grant of this scale are eligible to apply—this is new as of the Spring 2020 grant round.

The organization applying must be able to provide the matching funds. Please see information later in this document to learn more about how agencies disburse grant funds.

- ❖ Projects which are primarily based on private land are not eligible to apply.
- ❖ Private organizations including ski resorts, HOAs, or property developers are not eligible to apply
- ❖ Religious organizations for religious purposes, private foundations, and political causes/candidates/legislative lobbying groups are not eligible to apply.



TAG Timeline

- ❖ Planning toolkit available on IMBA.com
 - **May 3, 2022**
- ❖ Grant Cycle Opens
 - **June 1, 2022**
- ❖ Grant Cycle Closes
 - **July 31, 2022**
- ❖ Selection process begins
 - **August 1, 2022**
- ❖ Announcement of round 6 awardees
 - **Mid-October 2022**

Filling Out the Application

You can help us by supplying the most thorough answers possible, which will help move your project to the top of the list. There are two critical things we want to understand:

- ❖ How your project involves and benefits your community (the vision behind the project)
 - I.e., will your project provide access for underserved communities? Tie in with youth programs?
 - Before you apply, think through the ways your project will align with broad community needs.
- ❖ The true scope of your project (the nitty gritty of what you want to build)
 - We'll ask a lot of detailed questions about what you're trying to accomplish.
 - Be sure to think through how your project timeline will unfold, how you plan to get to the next steps, etc.

***Please know that even if you don't have a lot of knowledge in the trail development realm, we still want you to apply! If you're confused or get stuck anywhere in the application process, don't hesitate to reach out. Let's work together to make your trail dreams a reality.*



INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

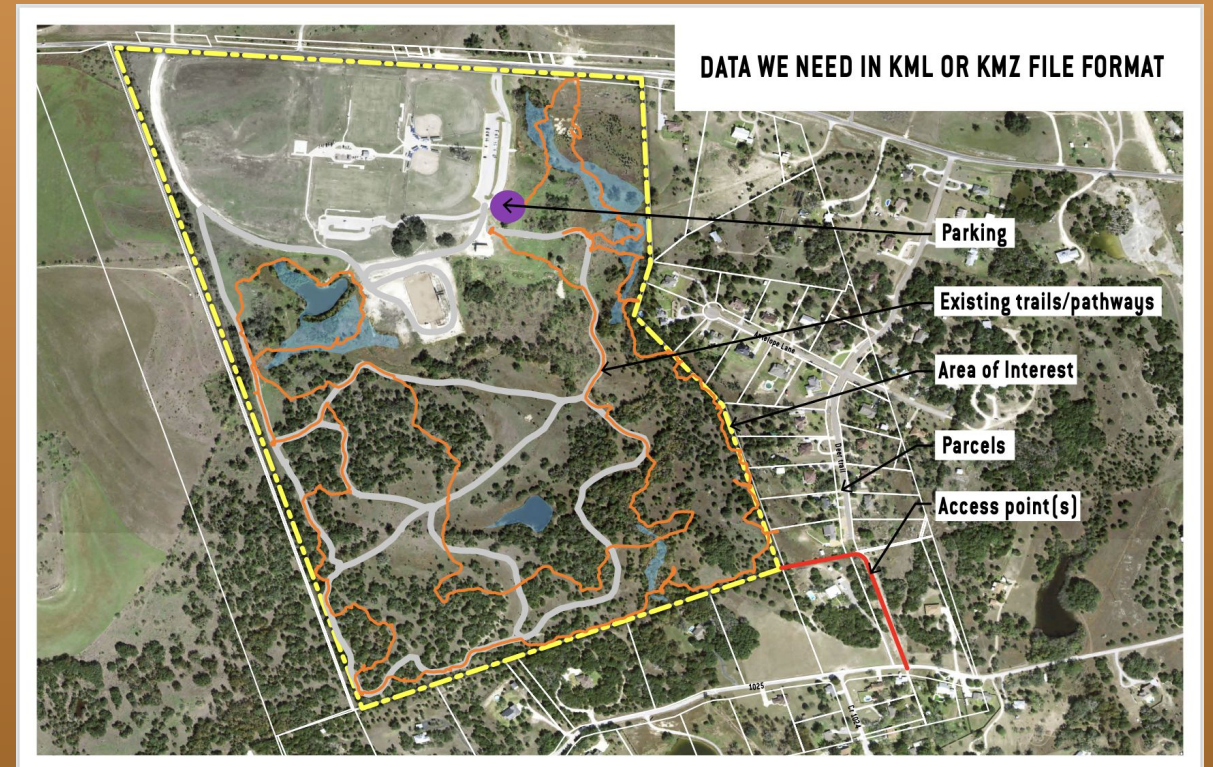
What You Will Need

1. A .kmz file of your project area

[Click here for a tutorial](#) on creating a .kmz file from an area of interest:

In your file, please include things such as:

- ❖ project area delineation
- ❖ property boundaries
- ❖ hydrology
- ❖ areas of cultural significance
- ❖ existing amenities like trails, parking, etc



DATA WE NEED IN KML OR KMZ FILE FORMAT

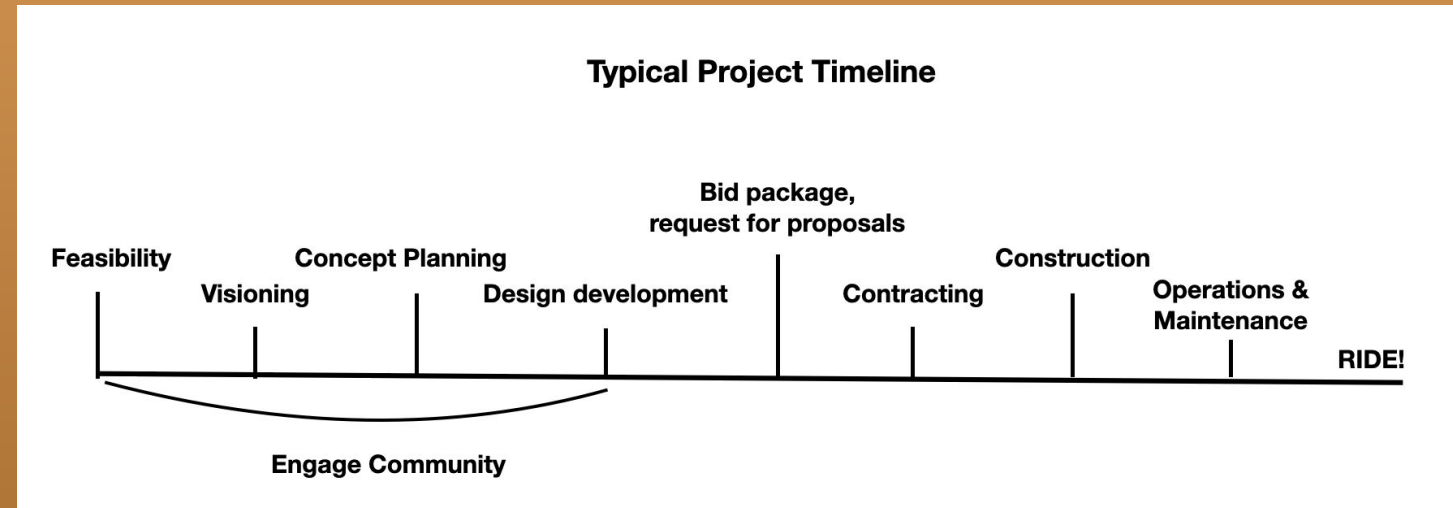


INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

What You Will Need

2. Timeline of your project

Most trail projects follow a general timeline from start to finish. We'll be asking you to give us an idea of when you think your project might hit these milestones.



What You Will Need

3. Assurance from your agency or organization that this grant is compatible with your financing processes.

- ❖ If you represent a municipality or other agency that goes through procurement, contact that department and ensure that they can disburse the funds for your half of the match. We will be asking you to confirm that the funds will be available at the time of contract signing.
- ❖ If you're with a mountain bike or trail organization, you can simply confirm that your secretary or accountant will make the funds available at the time of contract signing.

Other Things to Think About

Partners:

Robust trail projects come to life through partnerships. We'll be asking you about the organizations or agencies you're partnering with to bring this project to fruition.

Community Engagement:

Every project needs to be filtered through the community for feedback and improvements. This is often how you find financial partners, too. We'll be asking you how you plan to approach this part of the process..

Implementation:

Just like you, we want to see this project become reality. Think about how you and your partners will get to the next steps, whether it's fundraising, design, or construction. We'll be asking you how you'll get there.

Funding:

We will be asking you questions about how much you anticipate things will cost. **But don't be worried if you don't have much funding currently.** These grants are here to help in that exact situation. Once planning documents are made, they are the perfect marketing tool for fundraising, because they bring a lot of ideas into focus. The visual nature of a planning document gets people excited about the possibilities.



Social Media Requirements

A requirement of receiving funding is to post about the grant and how it's helping your project/community. Take a few minutes to decide which social media channels will work best, since we'll be asking for those links in the application.

❖ Hashtags to Use:

- #trailacceleratorgrant
- #moretrails closetohome

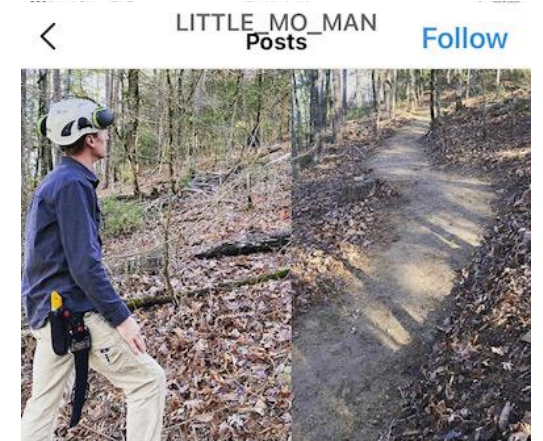
❖ Our Handles

- Instagram @IMBA_US
- Facebook @IMBAonFB



Liked by **patrick.kell** and **177 others**

visitelynevada @unclejoeyklein from @imbatrailsolutions enjoying one of our gnarliest trails while out this week scouting the Garnet Hill/ Squaw Peak area for another sweet new trail system coming soon to Ely.
#trailacceleratorgrant @imba_us



Liked by **adam.reitz** and **43 others**

little_mo_man Before and After
Day 1 of field work went very well. Thanks to @imbatrailsolutions and to the @waltonfamilyfdn for making this project possible through the TAG. This is a shining example of what is possible when a community steps up and works together.
#trails #southwestarkansas #mtbtrails #mountainbiking #bikearkansas #roguehoe #pulaskitool #moretrails closetohome #imba #cycling #seviercycling #dequeenarkansas #trailacceleratorgrant #accessibletrails

And Finally... Here are the Questions

SECTIONS 1 & 2: You, Your Organization and Partners

1. Name, email, phone number, website, etc.
2. Describe your organization/department including numbers of staff or volunteers, board members, and mission statement.
3. Do you have written support from three local officials for this project? This includes both land managers and elected officials. Please list their names, positions, and phone numbers.
4. Describe another community project your agency or coalition has undertaken and has seen success with. Tell us about the larger community impacts.
5. What other community organizations are you partnering with on this project?
6. Has a representative from your committee or community attended an IMBA Trail Lab or will they be attending an upcoming Trail Lab?
7. Part of your requirement as an awardee requires you to post about the grant on social media. Please provide the social media feed(s) you will use to promote your project and the TAG grant.
8. Part of your requirement as an attendee is to provide follow-up information to IMBA about the grant and its impact. Please provide the name and email address of the best person to contact.



Section 3: Project Background and Details

1. Project title
2. Project location/name of parcel. Please attach a GoogleEarth .kmz file that delineates your project area(s). We gain a much better understanding of your site if you include all the information you can. We'd like to see property boundaries, existing trails, parking, buildings, water bodies and streams, areas of cultural significance, ecological concerns, etc. (A sample image can be viewed earlier in this document, along with a video tutorial.)
3. What is the approximate size of your land parcel?: multiple choice - 1-15, 15-50, 50-250, 250-500, +500
4. What is the total project area acreage?: multiple choice - 1-15, 15-50, 50-250, 250-500, +500. *Projects under 15 acres in size are not well-suited for trail projects. They are much better used for bike parks, pump tracks or skills areas.
5. Who owns this land? Select all that apply: federal agency, state, city, county, private, other
6. What type of grant outcome are you looking for? Multiple choice: feasibility study, planning document, design document, construction bid package. (These are explained in the application.)
7. Describe the area where you wish to see trails and/or bike park facilities planned. Include details about topography, vegetation types, resource concerns; proximity to local and regional population centers; proximity to local schools; proximity to campgrounds, parking lots, day-use areas, and other recreation infrastructure.
8. What previous natural surface recreational trail planning processes have been completed in this area? Please describe the type of planning effort, who led it, what agencies were involved and how it was funded. What was the outcome? Please attach any relevant planning documents, which could include a detailed description or deck of the project; including details on location, community impact, need, trail plans and/or maps.
9. Trails that are easily accessible by residents provide high value in terms of recreation, health and community engagement. How will your project provide those benefits?
10. Does this project create opportunities for youth mountain bike programs, or have the potential to integrate with existing programs? Please describe.
11. Does this project increase diversity, inclusion, and equity among trail users? How will this project address equity in access? For example, will the project create a venue for after-school programs or offer access to riders with disabilities? If you answer yes, please list the names of any partner groups and explain your partnership with them.
12. We want to learn how you intend to take this planning work to the next level. If awarded this grant, how does your organization plan to implement the project?



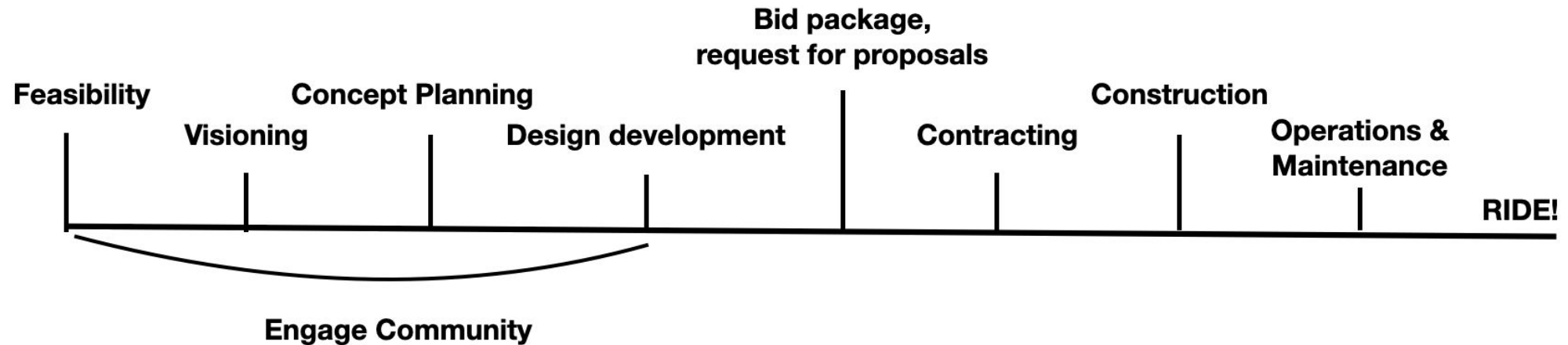
Section 4: Scope of Work

1. What are you trying to build? Multiple choice: bike park, trails, both
2. What bike park amenities? Select all that apply: pump track, skills features, drop zone, slopestyle line, dirt jumps, other
3. What style/s of trails? Select all that apply: traditional singletrack, bike-optimized trails, flow/jump trail
4. Who will use the trails in addition to mountain bikers? Select all that apply: pedestrians, horses, adaptive equipment, motorcycles
5. Will any of the trails be single-use? Select all that apply: yes, hiker only; yes, biker only
6. What is your best guess of mileage of the proposed trails?
7. What other amenities already exist in your project area? Select all that apply: existing trails, parking, signage, restrooms, sports fields, other
8. Have you identified potential funding sources for the next steps? Yes, no
9. If yes, provide general range of fundraising to date, estimated cost required to implement, and costs for maintenance/management.
10. Do you have construction phases in mind? Give us an idea of how you envision construction unfolding.
11. What kind of construction team will you use? Select all that apply: volunteer, professional, in-house, hybrid
12. What kind of construction methodology do you plan to use? Mechanized, hand built, both
13. Are you looking for field-based trail design and flagging at this point in your project? Yes, no
14. Does your organization typically include public engagement efforts (open meetings, public comment sessions, surveys) in projects like this? yes, no
15. Describe what kind of public engagement you usually employ.
16. Do you wish to have IMBA facilitate any of these efforts? Yes, no

Section 5: Project Timeline

1. What is your preferred timeline to start and complete this project? Give us a general sense of when you see your project hitting the milestones in the timeline shown. (Please note that location, weather and seasons will influence start times and completion dates. For example, field work in some places may not be possible from November to April due to snow cover. In extremely hot and/or humid environments it may not be efficient to perform fieldwork between June and August due to dense vegetative growth.)

Typical Project Timeline



Section 6: Funding Needs and Understanding

1. This is an in-kind grant, and if successful, your project will be awarded staff time from IMBA Trail Solutions department (and qualified subcontractors), who will complete an agreed-upon trail planning process in your community. This is not a cash grant. Do you agree?
2. This is a one-to-one matching grant. For example, if you request and are awarded a \$5,000 grant, you must commit an additional \$5,000 payable as a check or electronic payment to IMBA. If you are awarded a \$30,000 grant, you must commit an additional \$30,000 payable as a check or electronic payment to IMBA. Twenty percent of your match is due within 30 days of the award and you will receive progress invoices at project milestones. Do you agree?
3. To be awarded this grant, you must understand how your agency will disburse your share of the funds. Within municipalities, for example, the funds must be obtained through a process called “procurement.” Before submitting this application, contact your procurement or accounting department and learn what steps are required to access the money. Do you agree?

Finalists will receive a call from IMBA Trail Solutions to clarify any questions and to discuss and further define the scope of work, tasks, and final deliverables of the Trail Accelerator Grant project. A phone call does not mean that a grant has been awarded. For grant awardees, the agreed-upon trail planning process will be different for each site based upon the desired outcomes and will be clearly documented in a contract between the applicant and IMBA.



We are here to help!

If you still have questions about the application, or are feeling overwhelmed by the process, reach out to us! We want to see your trails and bike parks come to life, and we can guide you anywhere you're stuck on this application. No trail-nerd skills needed.

Marty Caivano
Community Engagement Coordinator
(303) 588-1530

marty.caivano@imba.com




Are you an IMBA Local Partner organization? Or are you working with one?



Check out our [Dig In Program](#), another way to raise funds for your trail dreams.



An aerial photograph of a mountain trail winding through a landscape of red soil and green vegetation. A hand-drawn black ink sketch is overlaid on the image, depicting a mountain biker in a teal jersey riding a trail. The sketch uses bold, expressive lines to define the terrain, rocks, and the rider's path.

Thank you for applying, and
supporting IMBA as we accelerate the
pace of trail building.
[#MoreTrailsClosetoHome](#)



INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 4.C.

Meeting Date: May 16, 2022

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

SUBJECT: Acknowledge Approval of VFA 50/50 Grant

BACKGROUND/HISTORY:

We just received advisement that the Grant application we submitted for fire fighting apparel has been approved. The total cost is \$22,589.00. Once we receive the invoices and make payment to the vendor we submit proof to the State for reimbursement of 50% of the cost or \$11,294.50.

We are planning that this will happen and be complete within this fiscal year.

FINANCIAL IMPACT:

This was planned in the budget for approximately \$20,000.00 cost share or two cycles of VFA grant application periods.

ATTACHMENTS:

- Quotes from Bennett Fire Products
- Lake County Contract we are piggybacking to get reduced costs

ACTION OPTIONS:

Council Action on Consent Agenda

FLORIDA DEPARTMENT
OF AGRICULTURE AND
CONSUMER SERVICES

FLORIDA FOREST SERVICE

FOREST PROTECTION BUREAU



FAX COVER PAGE

PAGES: 1 of 2

TO: Volunteer Fire Assistance Grant Recipient

FROM: Ralph Crawford, Assistant Fire Chief

PHONE: (850) 681-5917

FAX: (850) 681-5901

Attached you will find a list of approved items for purchase through the VFA Grant Program. The "AMOUNT APPROVED" column lists the amount that was approved to spend, the column marked "FED COST SHARE (50%)" is the total possible to be reimbursed. The recipient can spend up to the approved amount, but will only get reimbursed for half of that amount.

Please remember to provide the complete Proof-of-Purchase package (ex. copy of check, invoice with zero balance) for approved items to be reimbursed. Invoices must be stamped paid and indicate a check number.

Send Proof-of-Purchase package with Certificate of Expenditure to our office for reimbursement:

VFA Grants - Room 290
Florida Forest Service
3125 Conner Boulevard
Tallahassee, Florida 32399-1650

The Certificate of Expenditure must be signed and notarized and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: <http://forms.freshfromflorida.com/11485.pdf>. Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% match.

2021 APPROVED FEDERAL COST SHARE

10 Brevard

Town of Malabar

AMOUNT APPROVED \$22,589 FED COST SHARE (50%) \$11,294.50

NUMBER DESCRIPTION 7 turnout gear ensembles

FIRE DEPT. TOTAL

\$11,294.50

1,342.31 +
21,246.30 +
22,588.61 *

Total

22,588.61 ÷

2 =

50%

11,294.31 +

522,8300

E Quotation
Bennett Fire Products Co., Inc.



www.BennettFireProducts.com

March 16, 2022

Lt. Joe Hooker
Malabar Fire Department
1840 Malabar Road
Malabar, FL 32950

This price quote is valid until June 30th, 2022.

Discounts in reference to Lake County, FL Contract 17-0606, expires June 30, 2022, Contract may be viewed in its entirety at www.lakecountyfl.gov. To find information regarding this contract, follow the instructions below.

Globe GXcel White Nomex Coat per MFD specifications
Retail Price - \$2,396.98 each
Lake County Price (44% discount) - \$1,342.31 each
Malabar Price - \$1,342.31 each

FOB Malabar, FL Prices include shipping charges
Terms: net 30 days, **payment by check only** with Lake County extended discount provided
Delivery: 220-250 days at time of quotation - after receipt of order

Thanks for giving us the opportunity to serve you!

Josh Vandegrift, 404-747-2868, jvandegrift.bennettfire@gmail.com

Bennett Fire Products Co., Inc.
P.O. Box 2458
Woodstock, GA 30188

www.bennettfireproducts.com

Instructions for downloading Lake County/Bennett Fire Products Company contract information: Visit the website www.lakecountyfl.gov.

1. View the left hand column, click on “Doing Business with Lake County”. 2. View the left hand column, click on “View Term and Supplier Agreements”. 3. Under the Search for Contracts space, type **Bennett Fire** 4. Contract 17-0606 will appear and the full contract or parts can be downloaded.

If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at bennettfire@att.net or 770/402-9910.

E Quotation
Bennett Fire Products Co., Inc.



www.BennettFireProducts.com

March 8, 2022

Lt. Joe Hooker
Malabar Fire Department
1840 Malabar Road
Malabar, FL 32950

This price quote is valid until June 30th, 2022.

Discounts in reference to Lake County, FL Contract 17-0606, expires June 30, 2022, Contract may be viewed in its entirety at www.lakecountyfl.gov. To find information regarding this contract, follow the instructions below.

Globe Gxcel Jacket and GPS Trousers per Malabar Fire Department specifications

Retail Price - \$4,407.51 per set

Lake County Price (44% discount) - \$2,468.21 per set

Malabar Price - \$2,468.21 per set

Globe 14" Supreme Structural Pull-On Leather Boots

Retail Price - \$774.00 per pair

Lake County Price- (31% discount) - \$534.00 per pair

Malabar Price - \$534.00 per pair

Cairns/MSA 1044FS Traditional Helmet with 4" Tuffshield (CTRD-7112A2221)

Retail Price - \$485.00 each

Lake County Price (30% discount) - \$339.57 each

Malabar Price - \$339.57 each

Cairns/MSA 6" Leather Helmet Front

Retail Price - \$72.60 each

Lake County Price (10% discount) - \$65.34 each

Malabar Price - \$65.34 each

FireCraft Phoenix P5000 Leather Structural Firefighting Gloves

Retail Price - \$100.00 per pair

Lake County Price (10% discount) - \$90.00 per pair

Malabar Price - \$90.00 per pair

PGI 3048085 Ultimate Nomex Hood

Retail Price - \$44.82 per hood

Lake County Price (2% discount) - \$43.93 per hood

Malabar Price - \$43.93 per hood

Price per ensemble - \$3,541.05 each

6 ensembles @ \$3,541.05 each - \$21,246.30 total

FOB Malabar, FL Prices include shipping charges

Terms: net 30 days, **payment by check only** with Lake County extended discount provided

Delivery: 220-260 days for Globe gear, 30 - 45 days for Globe boots, 45-60 days for MSA helmets, 30 days for all other items - after receipt of order

Thanks for giving us the opportunity to serve you!

Josh Vandegrift, 404-747-2868, jvandegrift.bennettfire@gmail.com

Bennett Fire Products Co., Inc.

P.O. Box 2458

Woodstock, GA 30188

www.BennettFireProducts.com

Instructions for downloading Lake County/Bennett Fire Products Company contract information: Visit the website www.lakecountyfl.gov.

1. View the left hand column, click on "Doing Business with Lake County". 2. View the left hand column, click on "View Term and Supplier Agreements". 3. Under the Search for Contracts space, type **Bennett Fire** 4. Contract 17-0606 will appear and the full contract or parts can be downloaded.

If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at bennettfire@att.net or 770/402-9910.



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 7/1/2021	Contract Number: 17-0606B Title: <u>Fire Equipment, Parts, Supplies, and Services</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Bennett Fire Products Co, Inc. Address: P.O. Box 2458 City: Woodstock, GA 30188 ATTENTION: Danny Bennett
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Extend contract one (1) year expiring June 30, 2022.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>January 21, 2021</u> E-mail: <u>bennettfire@att.net</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>January 21, 2021</u>
Distribution: Original – Bid File Copy – Contractor Copy – Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 6/30/2020	Contract Number: 17-0606B Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Bennett Fire Products Co., Inc. Address: <u>P.O.Box 2458</u> City: <u>Woodstock, GA 30188</u> ATTENTION: <u>Danny Bennett</u>
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Extend contract one (1) year - expiring June 30, 2021.

<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>February 12, 2020</u> E-mail: <u>bennettfire@att.net</u> Secondary E-mail: <u>rbennettbfp@gmail.com</u>	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>2/12/20</u>
--	--

Distribution:
 Original - Bid File
 Copy - Contractor
 Contracting Officer



LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

<p>1. Modification No.: 2 Effective Date: July 1, 2019</p>	<p>2. Contract No.: 17-0606B Effective Date: July 1, 2017</p>
<p>3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765</p>	<p>5. Contractor Name and Address: Bennett Fire Products Company, Inc. P.O. Box 2458 Woodstock, GA 30188 Attn: Danny Bennett, President</p>
<p>4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
<p>6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.</p>	
<p>7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring June 30, 2020. Updated Pricing Forms are also incorporated in this contract modification; please see attached.</p>	
<p>8. Contractor's Signature REQUIRED Name: <u>Danny Bennett Danny Bennett</u> Title: <u>President</u> Date: <u>February 12, 2019</u></p>	<p>9. Lake County, Florida By: <u>[Signature]</u> Contracting Officer II <u>2-12-19</u> Date</p>
<p>10. Distribution: Original - Bid No. 17-0606B Copies - Contractor Contracting Officer</p>	

OFFICE OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, *Act. off*
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5

ATTACHMENT 2 -- PRICING FORM

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter "yes" or "no" for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

Brand	Discount off List Price	Hourly Rate for Repair Service	Stocking Distributor?
3M COMPANY			
ABLE SHO ME			
ACTION			
AH STOCK			
AIM			
AJAX			
AKRON BRASS			
ALL AMERICAN FIRE HOSE			
ALLEN SYSTEMS			
ALOCOLITE			
AMEREX			
AMERICAN FIREWEAR <i>now Honeywell</i>	10		yes
AMERICAN LAFRANCE			
ANGUS			
ANSUL FOAMS			
APPLECROFT			
B & B ENTERPRISES			
BIO SYSTEMS			
BLACKINTON BADGES			
BOUTON CO			
BULLARD			
CALIFORNIA MOUNTAIN			
CARNS & BROTHER <i>now Cairns MSA</i>	30		yes
CAST PRODUCTS			

Bennett Fire Products

CHARKATE			
CHUBB (FOAM)			
CHURCHVILLE			
CIRCUL AIR			
CODE 3			
COLLIN AXES			
COLLINS DYNAMICS (ROM CORP)			
COUNCIL TOOLS			
CUTTERS EDGE			
CW NEILSEN			
DARLEY & CO			
DAVID CLARK			
DB SMITH INDIAN TANKS			
DICKE TOOL			
DRAEGER ENGINEERED SOLUTIONS			
DREXEL			
DUO SAFETY			
EDISON			
EDWARDS AND CROMWELL			
EDWARDS MFG			
ELKHART BRASS			
ETI EMERGENCY TECHNOLOGY			
EXTENDA LITE (AKRON)			
FEDERAL SIGNAL CORP			
FIRE HOOKS UNLIMITED			
FIREDEX			
FIRE POWER			
FIREQUIP			
FLAMEFIGHTER			

Bennett Fire Products

FOLD A TANK			
GEMTOR			
GLASSMASTER WEHR			
GLOBE <i>now Globe by MSA</i>	<i>44</i>		<i>yes</i>
GLOVE CORP			
GORMAN RUPP PUMPS			
HALE FIRE PUMPS			
HANNAY REELS			
HARRINGTON			
HAZARD CONTROL			
HEBERT			
HOLMATRO			
HONEYWELL PRO			
HUMAT			
HUSKY			
HYDRA SHIELD			
IMPERIAL HOSE			
IOWA AMERICAN			
JANESVILLE			
JUSTRITE			
JV MFG			
KAPPLER			
KENDALL PRODUCTS			
KOCHEK			
KOEHLER MFG CO			
KUSSMAUL			
LACROSSE BOOTS			
LIFE LINERS	<i>15</i>		<i>yes</i>
LIONS UNIFORMS			

Bennett Fire Products

LOUIS PRYER			
LOWELL			
MAG INSTRUMENTS			
MANN AXE			
MARS SIGNAL LIGHT			
MC PRODUCTS			
MORAN (FLASH)			
MORNING PRIDE			
MSA			
NATALE (CIRCLE D)			
NORTH AMERICAN FIRE HOSE			
NOVA			
NUPLA			
PACIFIC REFLEX			
PARATECH			
PARTNER			
PAUL CONWAY SHIELDS			
PELICAN			
PETZL			
PGI PROTEXALL Wildland + Multi Mission	10		yes
PHOENIX			
PIERCE			
PIGEON MOUNTAIN INDUSTRIES			
PLANO			
R & B FABRICATORS			
RANGER RUBBER now Honeywell	10		no
RAWHIDE FIREHOSE			
REDHEAD BRASS			
REFLEXITE			

Bennett Fire Products

RICE HYDRO CO			
SCBAS			
SCOTT AVIATION			
SECURITEX			
SENSIBLE MOUNTS			
SERVUS BOOTS			
SHELBY WOLVERINE	10		yes
SNAPTITE			
SNORKEL			
SOUTH PARK			
SIGNAL VEHICLE PRODUCTS			
CLASS ONE (SPAN INSTRUMENTS)			
SPUMIFER			
STERLING ROPE			
SUPERVAC			
TNT TOOLS			
TASK FORCE TIPS			
THOROGOOD BOOTS			
SUPERIOR PNEUMATIC			
TASKMASTER			
TEAM EQUIPMENT			
TELELITE			
TEMPEST FANS			
TOMAR			
TOPPS			
TURTLE PLASTICS			
UNDERWATER KINETICS			
UNITY LIGHTS			
VANNER			

Bennett Fire Products

VERIDIAN			
VERTX			
VETTER			
WATEROUS			
WELDON			
WHELEN ENGINEERING			
WILL BURT			
WINCO GENERATORS			
WINDSOL			
WILLIAMS FOAM			
WORDEN			
ZEPHYR			
ZIMATIC			
ZICO			
OTHER BRANDS NOT LISTED:			
Globe by MSA Footwear	31		yes
Globe by MSA Cairns	42		no
Black Diamond	5		yes
ESS	10		yes
Firecraft	10		yes
P&I Hoods	2		yes
Honeywell Hoods	10		yes
Honeywell Gloves	10		no
CairnsMSA Helmets	30		yes
CairnsMSA Fronts	10		no
CairnsMSA parts	10		yes

Bennett Fire Products



LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: July 1, 2018	2. Contract No.: 17-0606B Effective Date: June 1, 2017
3. Contracting Officer: Donna Villinis, CPPB Telephone Number: (352) 343-9765	5. Contractor Name and Address: Bennett Fire Products Company, Inc. PO Box 2458 Woodstock, Georgia 30188 Attn: Danny Bennett – President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year expiring June 30, 2019.	
8. Contractor's Signature REQUIRED Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>February 2, 2018</u>	9. Lake County, Florida By: <u>Dh</u> Senior Contracting Officer <u>9 FEB 18</u> Date
10. Distribution: Original - Bid No. 17-0606B Copies - Contractor Contracting Officer	

FISCAL & ADMINISTRATIVE SERVICES - DIVISION OF PROCUREMENT SERVICES
 P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
 Board of County Commissioners • www.lakecountyfl.gov

JIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, III
District 2

WENDY R. BREEDEN
District 3

ELI SHE CAMPIONE
District 4

JOSH BLAKI
District 5



CONTRACT NO. 17-0606B

Fire Equipment Parts – Supplies - Service

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Bennet Fire Products (hereinafter "Contractor") to supply fire equipment parts, supplies, and services to the County pursuant to County Bid number 17-0606 (hereinafter "Bid"), addenda nos. 1 and 2, opening date 12/13/2016 and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through.

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate – an acceptable insurance certificate (in accordance with Section 1.8 of Bid) must be received and approved by County Risk Management prior to any purchase transactions against the contract.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 1, 2017 through June 30, 2018 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: 
Senior Contracting Officer

Date: 3-21-2017

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

"Earning Community Confidence Through Excellence in Service"

Office of Procurement Services
Tavares, Florida 32778-7800

315 W. Main, Suite 441
Ph (352) 343-9839

P.O. Box 7800
Fax (352) 343-9473



LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE

ITB Number:	<u>17-0606</u>	Contracting Officer:	<u>D. Villinis</u>
Bid Due Date:	<u>December 13, 2016</u>	Pre-Bid Conf. Date:	<u>Not Applicable</u>
Bid Due Time:	<u>3:00 p.m.</u>	ITB Issue Date:	<u>October 24, 2016</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Bennett Fire Products Co., Inc. Phone Number: 770-591-0520
 E-mail Address: bennettfire@att.net Contact Person: Danny Bennett

ITB TITLE: FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakccountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <p style="margin-left: 40px;">Addendum #1, Dated: <u>November 22, 2016</u></p> <p style="margin-left: 40px;">Addendum #2, Dated: <u>November 30, 2016</u></p> <p style="margin-left: 40px;">Addendum #3, Dated: _____</p> <p style="margin-left: 40px;">Addendum #4, Dated: _____</p>
ORIGINAL
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this ITB.</p>



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315 WEST MAIN STREET, SUITE 441
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FAX: 352) 343-9473

ADDENDUM NO. 1
November 22, 2016

ITB 17-0606
Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is address an inquiry received.

A vendor asked about the re-procurement costs mentioned in Sections 1.10, 1.11, and 3.27 of the ITB. The County reserves the right to charge a vendor re-procurement costs when the original awardee defaults in the performance of their contract, and the County is forced to obtain the goods or services from another higher priced vendor through re-procurement. This is standard language in the County's solicitations and is an option available to the County to try and recoup some of the losses associated with re-procurement.

The intent of this particular solicitation (ITB 17-0606) is to establish a pool of contracted vendors to cover the County's needs for various goods and services utilized by the Public Safety and Fleet Management Departments. Re-procurement would not normally occur for this type of solicitation because there are usually multiple sources available to meet our needs.

Acknowledgement of receipt of Addendum:

Firm Name: Bennett Fire Products Company, Inc. Date: November 30, 2016

Signature: Danny Bennett Title: President

Typed/Printed Name: Danny Bennett



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FAX: 352) 343-9473

ADDENDUM NO. 2
November 30, 2016

ITB 17-0606
Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is to address the following:

Current term and supply agreements under the previous Invitation to Bid (ITB #12-0806) expire June 30, 2017. It is anticipated that the new term and supply agreements awarded under this ITB #17-0606 shall be effective July 1, 2017. Vendors shall submit price discounts that will be deducted off current list prices for products at the time of purchase.

Acknowledgement of receipt of Addendum:

Firm Name: Bennett Fire Products Co., Inc. Date: Dec 2, 2016

Signature: Danny Bennett Title: President

Typed/Printed Name: Danny Bennett

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this ITB.

Bidder: Refers to any entity that submitted a bid under an ITB.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words “shall”, “must”, or “will” are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders’ Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm’s letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. All tie bids will be resolved in consonance with current written procedure in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations,

800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

PRICING SECTION – GENERAL INFORMATION

(Submit discounts and hourly service rates in Attachment 2 "Pricing Form")

- 1. Warehouse location:
 Address: 195 Stockwood Drive, Suite 170
 City/State/Zip: Woodstock, GA 30188
 Telephone/fax: 770-591-0520 FAX - N/A
- 2. Shop location:
 Address: _____
 City/State/Zip: _____
 Telephone/Fax: _____
- 3. Website address for price lists/catalogs: www.bennettfireproducts.com
- 4. Standard Warranty: see manufacturer's individual
- 5. Lead time: 30-60 days after receipt of order
- 6. Minimum order (if any): none
- 7. Handling fee if less than minimum (if applicable): none
- 8. Does your firm offer pickup and delivery of vehicles and equipment needing repair?
 Yes _____ No _____ Charge for delivery/pickup: N/A
- 9. Does your firm have towing capabilities? Yes _____ No _____
 Towing charges: N/A
- 10. Will your firm accept Visa Purchasing Cards or E-Payable form of payment? Yes No _____
- 11. Vendor contact for emergency and/or disaster service 24 hours/7 days per week:
 Name: Danny Bennett
 Telephone: 770-591-0520 Cell: 770-402-9910
- 12. Exceptions to specifications:
 Yes* _____ No

* If yes, insert a separate sheet immediately following this page detailing exceptions.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

ITB Number: 17-0606

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA-based payment system: Yes No

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Woodstock, GA
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: Yes No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.


DUNS Number (Insert if this action involves a federal funded project):

General Vendor Information and Bid Signature:

Firm Name:	<u>Bennett Fire Products Company, Inc.</u>		
Street Address:	<u>195 Stockwood Drive, Suite 170 Woodstock GA 30188</u>		
Mailing Address (if different):	<u>PO Box 2458 Woodstock GA 30188</u>		
Telephone No.:	<u>770 591-0520</u>	Fax No.:	<u>N/A</u>
		E-mail:	<u>bennettfire@att.net</u>
FEIN No.	<u>58 - 2143532</u>	Prompt Payment Terms:	<u> </u> % <u> </u> days, net <u>30</u>
Signature:	<u>Danny Bennett</u>	Date:	<u>November 30, 2016</u>
Print Name:	<u>Danny Bennett</u>	Title:	<u>President</u>

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Signature of authorized County official:	<u></u>	Date:	<u>3-21-2017</u>
Printed name:	<u>DONNA WILLIAMS</u>	Title:	<u>SENIOR CONTRACTING OFFICER</u>

THE FOLLOWING DOCUMENTS ARE ATTACHED:

Attachment 1: Reference Form

Attachment 2: Pricing Form

ATTACHMENT 1 - REFERENCES

Agency	Broward County Fire Rescue
Address	2308-B SW 42 nd Street
City, State, ZIP	Dania Beach, FL 33312
Contact Person	Logistics Chief Vince Cingue
Telephone	954-327-8712
Date(s) of Service	1994 - present
Type of Service	Firefighter's Protective Clothing Contract
Comments:	

Agency	PASCO County Emergency Services
Address	2036 Chesapeake Drive
City, State, ZIP	Odessa, FL 33556
Contact Person	Supply Officer John Luecke
Telephone	813-926-9747
Date(s) of Service	2008 - present
Type of Service	same as above
Comments:	

Agency	Brevard County Fire Rescue
Address	300 Ansin Road
City, State, ZIP	Rockledge, FL 32955
Contact Person	Logistics Rhonda Roberts
Telephone	321-433-4482
Date(s) of Service	2011 - present
Type of Service	same as above
Comments:	

ATTACHMENT 2 – PRICING FORM

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter "yes" or "no" for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

Brand	Discount off List Price	Hourly Rate for Repair Service	Stocking Distributor?
3M COMPANY			
ABLE SHO ME			
ACTION			
AH STOCK			
AIM			
AJAX			
AKRON BRASS			
ALL AMERICAN FIRE HOSE			
ALLEN SYSTEMS			
ALOCOLITE			
AMEREX			
AMERICAN FIREWEAR	10		yes
AMERICAN LAFRANCE			
ANGUS			
ANSUL FOAMS			
APPLHCROFT			
B & B ENTERPRISES			
BIO SYSTEMS			
BLACKINTON BADGES			
BOUTON CO			
BULLARD			
CALIFORNIA MOUNTAIN			
CARNS & BROTHER	30		yes
CAS' PRODUCTS			

Bennett Fire Products

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

CHARKATE			
CHUBB (FOAM)			
CHURCHVILLE			
CIRCUL AIR			
CODE 3			
COLLIN AXES			
COLLINS DYNAMICS (ROM CORP)			
COUNCIL TOOLS			
CUTTERS EDGE			
CW NEILSEN			
DARLEY & CO			
DAVID CLARK			
DB SMITH INDIAN TANKS			
DICKE TOOL			
DRAEGER ENGINEERED SOLUTIONS			
DREXEL			
DUO SAFETY			
EDISON			
EDWARDS AND CROMWELL			
EDWARDS MFG			
ELKHART BRASS			
ETI EMERGENCY TECHNOLOGY			
EXTENDA LITE (AKRON)			
FEDERAL SIGNAL CORP			
FIRE HOOKS UNLIMITED			
FIREDEX			
FIRE POWER			
FIREQUIP			
FLAMEFIGHTER			

Bennett Fire Products

SECTION 5 - ATTACHMENTS

ITB Number: 17-0606

FOLD A TANK			
GEMTOR			
GLASSMASTER WEHR			
GLOBE	42		yes
GLOVE CORP			
GORMAN RUPP PUMPS			
HALE FIRE PUMPS			
HANNAY REELS			
HARRINGTON			
HAZARD CONTROL			
HEBERT			
HOLMATRO			
HONEYWELL PRO			
HUMAT			
HUSKY			
HYDRA SHIELD			
IMPERIAL HOSE			
IOWA AMERICAN			
JANESVILLE			
JUSTRITE			
JV MFG			
KAPPLER			
KENDALL PRODUCTS			
KOCHEK			
KOELLER MFG CO			
KUSSMAUL			
LACROSSE BOOTS			
LIFE LINERS	15		yes
LIONS UNIFORMS			

Bennett Fire Products

SECTION 5 -- ATTACHMENTS

ITB Number: 17-0606

LOUIS PRYER			
LOWELL			
MAG INSTRUMENTS			
MANN AXE			
MARS SIGNAL LIGHT			
MC PRODUCTS			
MORAN (FLASH)			
MORNING PRIDE			
MSA			
NATALE (CIRCLE D)			
NORTH AMERICAN FIRE HOSE			
NOVA			
NUPLA			
PACIFIC REFLEX			
PARATECH			
PARTNER			
PAUL CONWAY SHIELDS			
PELICAN			
PETZL			
PGI PROTEXALL	10		yes
PHOENIX			
PIERCE			
PIGEON MOUNTAIN INDUSTRIES			
PLANO			
R & B FABRICATORS			
RANGER RUBBER	10		no
RAWHIDE FIREHOSE			
REDHEAD BRASS			
REFLEXITE			

Bennet Fire Products

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

RICE HYDRO CO			
SCBAS			
SCOTT AVIATION			
SECURITEX			
SENSIBLE MOUNTS			
SERVUS BOOTS			
SHELBY WOLVERINE	10		yes
SNAP'ITTE			
SNORKEL			
SOUTH PARK			
SIGNAL VEHICLE PRODUCTS			
CLASS ONE (SPAN INSTRUMENTS)			
SPUMIFER			
STERLING ROPE			
SUPERVAC			
TNT TOOLS			
TASK FORCE TIPS			
THOROGOOD BOOTS			
SUPERIOR PNEUMATIC			
TASKMASTER			
TEAM EQUIPMENT			
TELELITE			
TEMPEST FANS			
TOMAR			
TOPPS			
TURTLE PLASTICS			
UNDERWATER KINETICS			
UNITY LIGHTS			
VANNER			

Bennett Fire Products

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

VERIDIAN			
VERTX			
VETTER			
WATEROUS			
WELDON			
WHELEN ENGINEERING			
WILL BURT			
WINCO GENERATORS			
WINDSOL			
WILLIAMS FOAM			
WORDEN			
ZEPHYR			
ZIMATIC			
ZICO			
OTHER BRANDS NOT LISTED:			
Globe Footwear	30		yes
Globe EMS	10		no
Globe Cairns	42		no
Black Diamond	10		yes
ESS	10		yes
Firecraft	10		yes
Honeywell Hoods	10		yes
Honeywell Gloves	10		yes
Cairns MSA Helmets	30		yes
Cairns MSA Parts	10		yes

Bennett Fire Products



Globe Lifeline, LLC

Limited Warranty for Globe LifeLine Protective Clothing

Globe LifeLine, LLC warrants its protective clothing to be free from defects in materials and workmanship for a period of three (3) years from the date of purchase when properly used and cared for. Our obligation under this warranty shall be limited to the repair or replacement, without charge, of any product which is returned to Globe at buyer's expense and is determined by us to be defective in materials or workmanship, but is otherwise serviceable.

This warranty shall not be effective unless the products are used for the purpose for which they were designed and are used by trained personnel following proper emergency medical, rescue or recovery procedures and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to properly care for the garment will lead to a shortening of the serviceable life.

"Serviceable" refers to the general condition of the garment which can be expected to provide at least reasonable limited protection against the hazards from which the garment was designed to protect. "Serviceable life" is the period of time protective clothing, which has been properly cared for, can be expected to provide reasonable limited protection. "Defects in Materials" refers to weak areas or other flaws caused by irregularities in their manufacture. "Defects in Workmanship" refers to improperly manufactured seams, stitching, or other construction methods.

This warranty does not cover wear and tear nor damage from fire, heat, chemicals, misuse, accident or negligence.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedy of repair or replacement for breach of this warranty shall be the sole and exclusive remedy and Globe LifeLine, LLC shall not under any circumstances be liable for incidental or consequential damages.

4/09

37 Loudon Road, Pittsfield NH 03263

PH: 800-232-8323 603-435-8323

FAX: 800-442-6388 603-435-6388

www.globefiresuits.com

Globe Firefighter Suits • Globe Calms • Globe LifeLine • Globe FootGear • Globe CARCS



Globe Footwear, LLC

Limited Warranty for Globe FootGear Protective Footwear

Globe Footwear, LLC warrants its protective footwear to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase when properly used and cared for. Our obligation under this warranty shall be limited to the repair or replacement, without charge, of any product which is returned to Globe at buyer's expense and is determined by us to be defective in materials or workmanship, but is otherwise serviceable.

This warranty shall not be effective unless the products are used for the purpose for which they were designed and are used by trained personnel following proper procedures and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to properly care for the footwear will lead to a shortening of the serviceable life.

"Serviceable" refers to the general condition of the footwear which can be expected to provide at least reasonable limited protection against the hazards from which the footwear was designed to protect. "Serviceable life" is the period of time protective footwear, which has been properly cared for, can be expected to provide reasonable limited protection. "Defects in Materials" refers to weak areas or other flaws caused by irregularities in their manufacture. "Defects in Workmanship" refers to improperly manufactured seams, stitching, or other construction methods

This warranty does not cover wear and tear nor damage from fire, heat, chemicals, misuse, accident or negligence.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedy of repair or replacement for breach of this warranty shall be the sole and exclusive remedy and Globe Footwear, LLC shall not under any circumstances be liable for incidental or consequential damages.

4/09

Cairns

Lifetime Warranty and Terms of Sale

- 1. Express Warranty**—Cairns products and/or components furnished under this order carry a Lifetime Warranty against material defects and/or faulty workmanship, with the exception of the helmet shell, which carries a 5-year shell replacement warranty. Cairns/MSA shall be released from all obligations under this warranty in the event repairs or modifications are made by persons other than its own or authorized service personnel or if the warranty claim results from abuse, misuse, or normal wear and tear of the product. No agent, employee or representative of Cairns/MSA may bind Cairns/MSA to any affirmation, representation or modification of the warranty concerning the goods sold under this contract. Cairns/MSA makes no warranty concerning components or accessories not manufactured by Cairns/MSA, but will pass on to the Purchaser all warranties of manufacturers of such components. *THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND IS STRICTLY LIMITED TO THE TERMS HEREOF. MSA SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.*
- 2. Exclusive Remedy**—It is expressly agreed that the Purchaser's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of Cairns/MSA, or for any other cause of action, shall be the repair and/or replacement, at Cairns/MSA's option, of any equipment or parts thereof, that after examination by Cairns/MSA are proven to be defective. Replacement equipment and/or parts will be provided at no cost to the Purchaser, F.O.B. Purchaser's named place of destination. Failure of Cairns/MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.
- 3. Exclusion of Consequential Damages**—Purchaser specifically understands and agrees that under no circumstances will Cairns/MSA be liable to Purchaser for economic, special, incidental, or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of the non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against Cairns/MSA.

Note: This Bulletin contains only a general description of the products shown. While uses and performance capabilities are described, under no circumstances shall the products be used by untrained or unqualified individuals and not until the product instructions including any warnings or cautions, provided have been thoroughly read and understood. Only they contain the complete and detailed information concerning proper use and care of these products.



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Corporate Headquarters
P.O. Box 408, Pittsburgh, PA 15201 USA
Phone 412-967-3000
www.MSAfire.com

U.S. Customer Service Center
Phone 1-800-MSA-2222
Fax 1-800-467-0198

MSA Canada
Phone 800-257-0672
Fax 905-278-4151

MSA Mexico
Phone 52-55 21 22 5770
Fax 52-55 23 58 1330

MSA International
Phone 412-967-3354
Fax 412-967-3457

Offices and representatives worldwide
for further information:





10-Year Warranty and Terms of Sale

1. The Effective Date of this 10-Year Warranty for Cairns® Fire Helmets is January 1, 2015. All Cairns Fire Helmets manufactured on or after January 1, 2015, shall be covered by the terms issued under this warranty. This warranty supercedes any printed or electronic warranties provided with a Cairns Fire Helmet which was manufactured on or after January 1, 2015.
2. All Cairns Fire Helmets manufactured before January 1, 2015, shall be covered by the terms issued under the previous Warranty.
3. **Express Warranty**—Mine Safety Appliances Company, LLC (MSA) warrants MSA Cairns Fire Helmets manufactured on or after January 1, 2015, to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacture by MSA. This warranty applies to all original assembled components of the fire helmet including: shell; impact cap assembly; suspension; retroreflective trim; ear laps; and faceshield or goggle.
4. **Release of Obligations**—MSA shall be released from all obligations under this warranty in the event that repairs or modifications are made by persons other than its own or authorized service personnel, or if the warranty claim results from accident, alteration, misuse, or abuse. MSA makes no warranty concerning replacement components (i.e., one that was not part of the original assembly) or non-certified accessories, but will pass on to the Purchaser all warranties of manufacturers of such components. This warranty is in lieu of all other warranties, express, implied or statutory, and is strictly limited to the terms hereof; MSA specifically disclaims any warranty of merchantability or of fitness for a particular purpose.
5. **Exclusive Remedy**—It is expressly agreed that the Purchaser's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of MSA, or for any other cause of action, shall be the repair and/or replacement, at MSA's option, of any equipment or parts thereof, that after examination by MSA are proven to be defective. Replacement equipment and/or parts will be provided at no cost to the Purchaser, F.O.B. Destination, Freight Prepaid, to the Purchaser's named destination. Failure of MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.
6. **Exclusion of Accessories**—Accessories are not a part of the certified product but could be attached to the certified product by a means not engineered, manufactured, or authorized by the manufacturer. MSA Cairns Helmet Accessories made available for purchase by MSA are excluded from this warranty. MSA Cairns Helmet Accessories include are but not limited to; front-piece holders, front-pieces, front-piece brackets, and Bourkes.
7. **Exclusion of Consequential Damages**—Purchaser specifically understands and agrees that under no circumstances will MSA be liable to Purchaser for economic, special, incidental, or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of the non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against MSA. **This warranty is in lieu of all other warranties, expressed, implied, or statutory including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In addition, MSA expressly disclaims any liability for economic, special, incidental, or consequential damages in any way connected with the sale or use of MSA products, including, but not limited to, loss of anticipated profits.**
8. MSA reserves the right to review and update the warranty terms, as needed, to comply with applicable laws or Standards.



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MSA - The Safety Company
1000 Cranberry Woods Drive
Cranberry Township, PA 15066
Phone: 724-776-0600
www.MSAafety.com
U.S. Customer Service Center
Phone: 1-800-MSA-2222
Fax: 1-800-957-0898

MSA Canada
Phone: 1-800-672-2222
Fax: 1-800-967-1158

MSA Mexico
Phone: 01-800-572-7222
Fax: 52-44-2727-1914

MSA International
Phone: 724-776-0625
Toll-Free: 1-800-672-7177
Fax: 724-743-1253





CERTIFICATE OF LIABILITY INSURANCE

BENFI-1

OP ID: RB

DATE (MM/DD/YYYY)
11/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TBMBI - (F) P.O. Box 6989 Mobile, AL 36660 Beth Hill	CONTACT NAME: Beth Hill	PHONE (A/C, No., Ext): 251-473-9000	FAX (A/C, No.): 251-473-9010
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Bennett Fire Products Co., Inc PO Box 2458 Woodstock, GA 30188	INSURER A: Arch Insurance Co.		
	INSURER B: The Hartford Insurance Group	22357	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBTYPE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MAINT <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PER SECT <input type="checkbox"/> LOC OTHER:			MFGL06532111	03/14/2016	03/14/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ASS \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> TRUCKS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MFGL06532111	03/14/2016	03/14/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per occurrence) \$ PROPERTY DAMAGE (Per person) \$ \$
	UMBRELLA LIAB EXCESS LIAB DEL: <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PERSONNEL (PARTNER, EXECUTIVE OFFICER, MEMBER) - EXCEPT? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21WECZS0774	12/01/2015	12/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> LIMIT \$ B.L. EACH ACCIDENT \$ 100,000 B.L. DISEASE - EA EMPLOYER \$ 100,000 B.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Lake County is named as additional insured with respect to general liability, per the attached form 00 GL0596 00 04 10 if required by written contract

CERTIFICATE HOLDER LAKE004 Lake County, a political sub-division of the State of FL & The Board of Co. Commissioners P.O. Box 7800 Tavares, FL 32778-7800	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Callan Kestika</i>
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TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 8.a.
Meeting Date: May 16, 2022

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

SUBJECT: 2nd Reading Referendum Question for November 8, 2022 Election: MSTU (Ord 2022-05)

BACKGROUND/HISTORY:

Council adopted Ordinance 2007-05 joining the Brevard County Law Enforcement Municipal Services Taxing Unit (MSTU) in June 2007. MSTU taxes were levied for law enforcement services starting in November 2008. The Table below shows the millage rates for each of the years following and the election results.

Year	rate	Taxes*	ELECTION RESULTS	
			FOR	/ AGAINST
2008	.9097	\$ 76.90	1290 (84.31%)	/ 240 (15.69%)
2009	1.0013	\$ 85.11		
2010	1.1558	\$ 98.24	879 (82.92%)	/ 181 (17.08%)
2011	1.3574	\$115.38		
2012	1.3574	\$115.38	1178 (84.02%)	/ 224 (15.97%)
2013	1.3378	\$113.71		
2014	1.3000	\$110.50	1046 (78.53%)	/ 286 (21.47%)
2015	1.2691	\$107.87		
2016	1.1970	\$101.75	1528 (88.43%)	/ 200 (11.57%)
2017	1.1438	\$ 97.22		
2018	1.0925	\$ 92.96	1416 (87.5%)	/ 201 (12.4%)
2019	1.1142	\$ 94.70	Approved by BCCC	
2020	1.0832	\$ 92.72	1757 (88.4%)	/ 230 (11.6%)
2021	1.0482	\$ 89.10		

*Note: The taxes are based on a Homesteaded Residence Assessed Value of \$85K

After voting to join the MSTU, Council adopted Ordinance 2007-06 that stated that the voters should decide if Malabar remain in the MSTU by putting it on the ballot every two years starting in November 2008.

The Sheriff has attended meetings in the past to explain and provide information on what law enforcement services are provided by the general fund tax such as jail operations, court costs, Canine, Ag and Helicopter Departments and well as Detective services.

The MSTU tax levy provides the additional revenue to fund the patrol and response operations throughout the County.

This item was approved at first reading, and the ordinance was been legally advertised on 05/05/2022 in Florida Today for a public hearing and second reading on May 16, 2022.

FINANCIAL IMPACT: None for the Town – this is paid by property owners

ATTACHMENTS:

Ordinance 2022-05 for 2022 ballot language

ACTION OPTIONS: Council Approval of 2nd Reading of Ordinance 2022-05.

ORDINANCE 2022-05

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY FLORIDA; CALLING AND SCHEDULING A PERIODIC ELECTION TO DETERMINE IF THE TOWN SHOULD CONTINUE TO PARTICIPATE IN THE BREVARD COUNTY MUNICIPAL SERVICE TAXING UNIT (MSTU) FOR LAW ENFORCEMENT; PROVIDING FOR THE MANNER IN WHICH SUCH ELECTION SHALL BE CONDUCTED; ESTABLISHING THE FORM OF THE BALLOT FOR SUCH ELECTION; PROVIDING REPEAL AND AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, 101.161 provides for the procedures to submit a public measure to a vote of the electors of a municipality and Malabar has followed that procedure in the 2008, 2010, 2012, 2014, 2016, 2018 and 2020 elections with respect to participation in the Brevard County MSTU for Law Enforcement; and

WHEREAS, In 2014, the Town Council recommended that the question to electors related to continuing participation in the Brevard County Law Enforcement MSTU be amended before being submitted for a vote of the electors to include the financial impact information of the MSTU to the Town's residents; and,

WHEREAS, The Town Council in 2016 directed that the question relating to continued participation in the Brevard County MSTU for Law Enforcement be simplified as it was prior to 2014; and,

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

.

SECTION 1. A referendum election is hereby called and scheduled to be held concurrent with the general election in November 2022, to determine whether the Town of Malabar shall continue participation in the Brevard County MSTU for Law Enforcement as more particularly described in **EXHIBIT A** (attached to this Ordinance) shall be approved by a majority of the votes cast in such election in which the qualified electors residing in the Town shall participate. Such referendum election shall be held and conducted in a manner prescribed by law for all general elections. The place for voting in such referendum election shall be one of the two usual places, based on Precinct, for voting in the Town in the general election to be held in November 2022.

SECTION 2. The ballot to be used at such referendum election shall contain a statement of the proposed subject matter of the question and shall provide facilities for qualified electors to vote for or against continued participation in the Brevard County Law Enforcement MSTU.

SECTION 3. The Town Clerk is hereby authorized and directed to instruct the Supervisor of Elections of Brevard County to include the above-described question on the ballot for the general election to be held on the 8th day of November 2022.

SECTION 4. Notice of the said referendum election in substantially the form shown in **EXHIBIT B** (attached) to this Ordinance shall be published two times in a newspaper of general circulation according to the laws of the State of Florida. The first publication shall be during the fifth week prior to the week in which the referendum election is to be held and the second publication shall be during the third week prior to the week in which the referendum election is to be held. A minimum of five copies of this Ordinance shall be kept on file in the office of the Town Clerk for public inspection upon demand during normal business hours.

SECTION 5. If continued participation in the Brevard County Law Enforcement MSTU is not approved by a majority of the votes cast in such referendum election the Town Council shall repeal Ordinance No. 2007-05.

SECTION 6. All Ordinances or Resolutions inconsistent or in conflict with this Ordinance are repealed.

SECTION 7.

This Ordinance shall become effective five business days after its adoption.

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

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

This Ordinance was then declared duly passed and adopted this 16th day of May, 2022.

TOWN OF MALABAR

Mayor Patrick T. Reilly, Council Chair

First Reading: 04/18/2022
Second Reading: 05/16/2022

ATTEST:

Debby K. Franklin
Town Clerk/Treasurer

(Seal)

Approved as to Form and Content

Karl W. Bohne, Jr., Town Attorney

EXHIBIT A

**Ballot 2022
Town of Malabar, Florida**

Question 1. Continued participation in the Brevard County Law Enforcement MSTU

Shall the Town continue to participate in the Brevard County Law Enforcement MSTU?

Yes
 No

Instruction to voters: If you are in favor of the continuing the MSTU with Brevard County for Law Enforcement Patrol Services, mark the space to the left of the word "YES". If you are not in favor of continuing the MSTU with Brevard County for Law Enforcement Patrol Services, mark the space to the left of the word "NO".

Exhibit B

**NOTICE OF REFERENDUM ELECTION
TOWN OF MALABAR, FLORIDA**

Public notice is hereby given that on November 8, 2022; the issue of whether the Town of Malabar shall continue participation in the Brevard County Law Enforcement MSTU will appear on the election ballot as a referendum question.

The Town Council of the Town of Malabar has adopted an ordinance calling the said election on the following questions:

Question 1. Shall the Town continue to participate in the Brevard County Law Enforcement MSTU?

The places of voting shall be the First Baptist Church of Malabar, 1665 Malabar Road for Precincts 301 and 328 and Elohim Christian Church, Inc., 2170 Malabar Road, for Precinct 325, 326 and 327 for voting in the Town of Malabar during the general election scheduled on November 8, 2022 and the polls shall be open from 7:00 a.m. to 7:00 p.m. on the said date. All duly qualified electors residing within the Town of Malabar shall be entitled to participate and vote in said referendum election.

The ballot containing the question to be so submitted to the electors shall be in substantially the following form:

**2022 Ballot
Town of Malabar, Florida**

Question 1. Continued participation in the Brevard County Law Enforcement MSTU

Shall the Town continue to participate in the Brevard County Law Enforcement MSTU?

Yes
 No

Instruction to voters: If you are in favor of the continuing the MSTU with Brevard County for Law Enforcement Patrol Services, mark the space to the left of the word "YES". If you are not in favor of continuing the MSTU with Brevard County for Law Enforcement Patrol Services, mark the space to the left of the word "NO".

For further information regarding this referendum election, contact the Town Clerk of the Town of Malabar. A minimum of five copies of this Ordinance are on file at the office of the said Town Clerk at Town Hall, 2725 Malabar Road, Malabar, Florida, 32950, and are available for inspection upon request during normal business hours.

**TOWN OF MALABAR
COUNCIL MEETING**

**AGENDA ITEM NO: 8.b.
Meeting Date: May 16, 2022**

Prepared By: Debby Franklin, Town Clerk/Treasurer

SUBJECT: Public Hearing – Request for Waiver from Road Improvement Requirements by Javier Martinez – 400 feet north of improved terminus of Prosperity Ln

BACKGROUND/HISTORY:

Mr. Martinez submitted this request on April 5, 2022. He would like to develop his lot (29-37-10-00-515). The Malabar Code Chapter 13 requires the roadway to be improved from the closest accepted road point to the furthest point of the parcel to be developed.

Prosperity Lane was improved in 2006 by property owners on the west side of Prosperity Lane in order to build their homes. Council approved the 900' road improvement. The applicant's parcel is the second lot above the terminus of the accepted road. His request is to allow him to use the existing right of way to access his parcel until either the property owner to the south or north of his desires to build and improve the road. At that time, he is willing to pay his share.

In early 2020, Council adopted Ordinance 2020-01 creating a waiver process that would go before Council instead of the variance process used that was heard by Board of Adjustment. It provides *guidelines* for Council to consider that would support the request for a waiver of the road improvement process, specifically "*special conditions exist*"

From Malabar Code Chapter 13
Section 13-38

(c) *Waiver*. The Town Council may grant a waiver to the provisions of [section 13-38\(b\)\(1\)](#) and (2). 1. The below stated procedures shall in all respects be utilized for consideration of a waiver to subsection (b)(1) and (2). In order to authorize a waiver under this section the town council must find the following:

a. That special conditions and circumstances exist and that the presence of which would make complying with [section 13-38\(b\)\(1\)](#) or (2) unreasonable. Financial or economic reasons, conditions or circumstances shall not be grounds for a waiver under this section;

b. The special conditions and circumstances are not caused in any way by the owner or applicant;

c. That such waiver will not be injurious or detrimental to the public welfare;

d. That the waiver granted is the minimum waiver that will make possible the reasonable use of the land;

e. As a condition to the issuance of a waiver the owner of the property for which such waiver is granted shall dedicate the right of way required by [section 13-39](#) of the Code, if no such public right of way exists at the time of the granting of a waiver authorized herein, through the furthest boundary of the lot of record on which a principal structure or accessory structure is to be constructed.

...

Staff requests Council direction.

FINANCIAL IMPACT:

Unknown

ATTACHMENTS:

Application package

Radius Map and map of the area

Notice to paper and Notice to property owners within 500'

Ordinance 2020-01

ACTION OPTIONS:

Action on Request

TOWN OF MALABAR
2725 Malabar Road
Malabar, FL 32950
Tel. 321-727-7764 x 14

TOWN OF MALABAR

APR 05 2022

RECEIVED

MAY 16
RHU

RIGHT OF WAY (ROW)
ROAD IMPROVEMENT WAIVER APPLICATION

This application is separate and in addition to the Road Improvement Application that must be completed, with required attachments, and returned to the Town Clerk's office.

Name of Applicant(s) Martinez, Javier & Cardenas Alondra Isela Tel: 321-567-8011
Mailing Address: 1241 Deedra St NW Palm Bay FL 32907
Email: iselaql12@gmail.com

Name of Owner if other than Applicant: N/A
Tel: N/A

Legal description of property covered by application:

Township 29, Range 37, Section 10, Parcel 00, Road ROW Name 515
Property Address: 3160 Prosperity LN, Malabar FL 32905

Zoning classification _____

Existing Special Conditions or Conditional Uses Previously Granted: _____

Required ROW dedicated 55 Ft ^{DA 60' 5' need to} will be dedicated now prior to hearing per Section 13-39 of Road Improvement Code in Chapter 13 of Malabar Code of Ordinances.

Reason for waiver request (state specific hardship or attach correspondence, drawings, etc.).

A waiver is requested for building the road beyond the new driveway at 3160 Prosperity Lane. We are building a road over Mr. David Vernon Smith at 3180 Prosperity Lane on the South side of our property in order to reach our driveway. We request the TEMPORARY waiver until such time the next property owner builds to the South (Mr. Vernon) or to the North (Mr. David Scardino) to develop their respective properties.

Required attachments:

- Hearing fee of \$300.00 for Residential and \$1,500.00 for Commercial, which includes advertising, administrative time, legal noticing and mailing.
- Proof of ownership of abutting parcel
- Survey to include Site layout depicting the right-of-way (ROW), roadway width and length subject to waiver request and parcel owned by applicant
- List of property owners (with tax parcel numbers) abutting the road right-of-way involved in the waiver request as shown in the records of the County Property Appraiser. This "Radius" package is available from the Brevard County Planning and Zoning GIS Section located at the Viera government center, in Building A, Room 114, phone 321-633-2060. There is a fee for this package.

Applicant(s)

Date

Where the property is not owned by the applicant, a notarized letter must be attached giving the consent of the owner/owners to the applicant to proceed with request for waiver.

TOWN OF MALABAR

Please complete only one of the following:

APR 05 2022

RECEIVED

1) I, , being first duly sworn, depose and say that I, , am the legal representative of the Owner or Lessee of the property described, which is the subject matter of this application; that all of the answers to the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief.

Signature of Applicant(s) Date

Sworn and acknowledged before me by means of ___ physical presence or ___ online notarization, this day of , 20_by _____.

Notary Seal Signature of Notary Public

Notary Public, State of Florida

Commission No. My Commission Expires . Personally Known _____ OR Produced

Identification _____ Type: _____

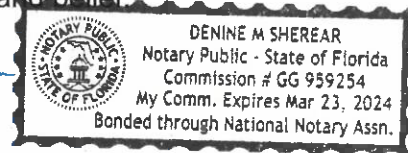
-----OR-----

2) I, , being first duly sworn, depose and say that I, , am the Owner of the property described, which is the subject matter of this application; that all of the answers to the questions in said application, and all data and matter attached to and made a part of said application are honest and true to the best of my knowledge and belief.

Signature of Applicant(s) Date

JAVIER MARTINEZ PEREZ

4-2-2022



Sworn and subscribed before me by means of physical presence or ___ online notarization, this day of , 20_by ~~April 5, 2022~~ _____.

Notary Seal Signature of Notary Public

Denine M Sherear

Notary Public, State of Florida

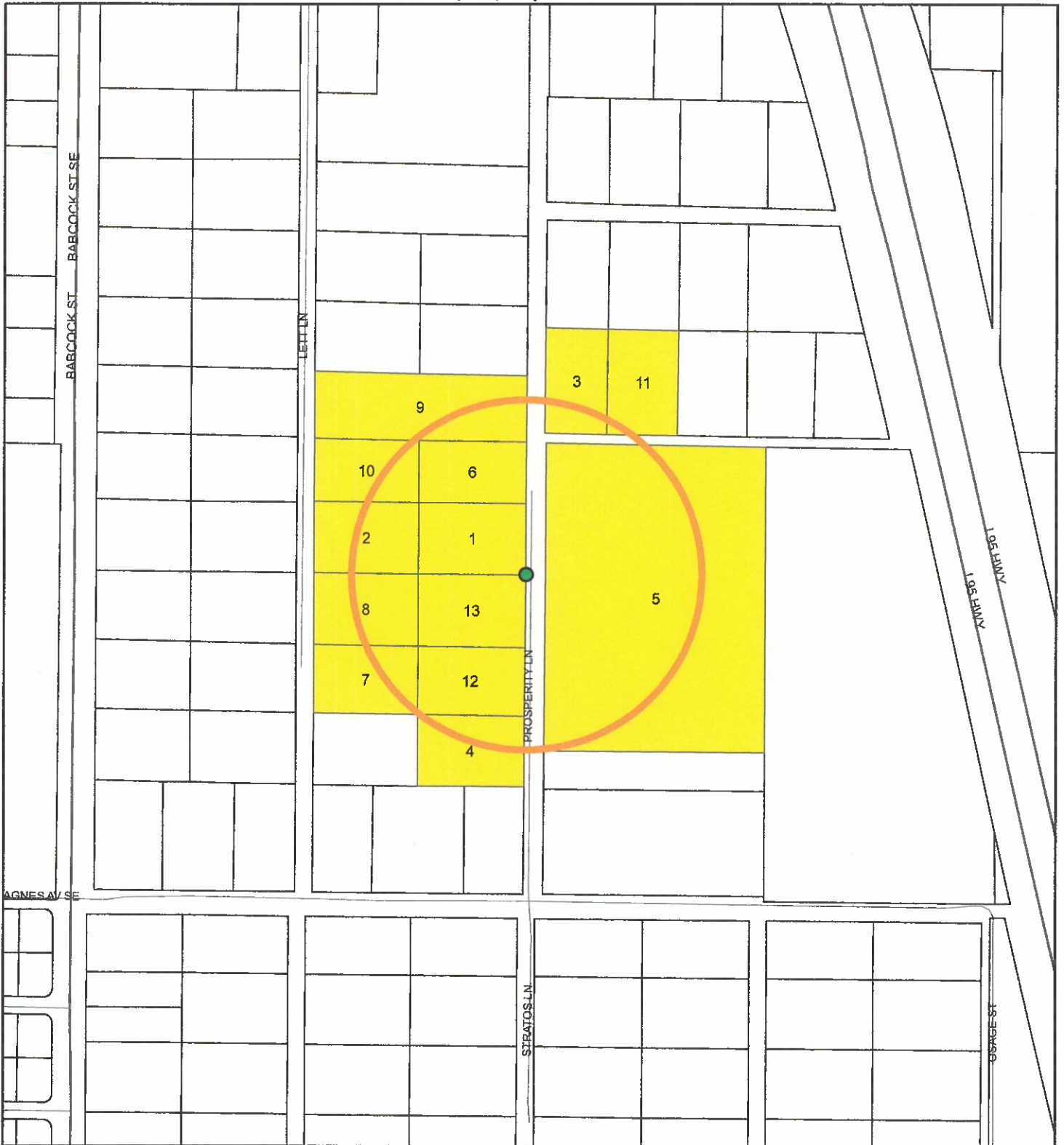
Commission No. My Commission Expires . Personally Known OR Produced

Identification FLID Type: DL M635 420 71 2930



RADIUS MAP

WAIVER TO THE TOWN OF MALABAR ROAD IMPROVEMENT REQUIREMENT FOR PROSPERITY LN NORTH OF OSAGE ST
prosperitylane500

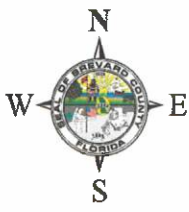


1:4,800 or 1 inch = 400 feet

Buffer Distance: 500 feet

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

Produced by BoCC - GIS Date: 4/6/2022



- Buffer
- Subject Property
- Notify Property
- Parcels

prosperitylane500
Page1

FRANKLIN, Debby
Town of Malabar

ANJO OF BREVARD INC
SMITH, DAVID VERNON
1251 OLDE BAILEY LN
WEST MELBOURNE FL 32904-8006

BOLAND REVOCABLE TRUST
686 ROGER SAYERS CIR
TUSCALOOSA AL 35401-3227

CAMPBELL, PETER A
2 LEIGHTON CT
MELVILLE NY 11747-

FELICIANO, RAMON L
FELICIANO, GITTA O
140 RIVIERA DUNES WAY, APT 705
PALMETTO FL 34221-7117

KAO, VANSARANN
KAO, SOPHEA
3211 PROSPERITY LN
MALABAR FL 32950-5001

MARTINEZ, JAVIER
CARDENAS, ALONDRA ISELA
1241 DEEDRA NW ST NW
PALM BAY FL 32907-6814

MARTINEZ, KIMBERLY
1081 CABOT NE DR NE
PALM BAY FL 32905-6018

MITCHELL, JOSHUA D
3135 LETT LN
MALABAR FL 32950-

SCARDINO, DAVID M
SCARDINO, DIANE LYNN
3105 LETT LN
MALABAR FL 32950-2001

SEAN FOGARTY & HEATHER FOGARTY
FAMILY TRUST
3115 LETT LN
MALABAR FL 32950-2001

SIMPKINS, TYRONE
16011 MC KENDREE RD
BRANDYWINE MD 20613-

TARLO, JOSEPH P
CLARK, AMY MARIE
3220 PROSPERITY LN
MALABAR FL 32950-5001

WESTCOTT, CARL E JR
WESTCOTT, DOREEN E TRUSTEES
3200 PROSPERITY LN
MALABAR FL 32950-5001

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

To: brelegals@gannett.com

May 2, 2022

From: Debby Franklin, Town Clerk, Town of Malabar, Acct # 126287

Please place the following legal ad one time on Thursday, May 5, 2022. Please put the heading in **BOLD** font. Please send proof via email to: townclerk@townofmalabar.org and mail ONE affidavit to 2725 Malabar Road, Malabar, FL 32950.

**TOWN OF MALABAR
NOTICE OF PUBLIC HEARING
REQUEST FOR A ROAD WAIVER**

The Malabar Town Council, Brevard County, Florida will convene in the Town Hall, 2725 Malabar Road, Malabar, Florida on Monday, **May 16, 2022 at 7:30pm**, or as soon thereafter as the matter can be heard, for a public hearing on the following topic: the request by Javier Martinez, owner of Parcel 29-37-10-00-515 on Prosperity Lane, Malabar. He desires to develop his parcel but requests a waiver from the Town on the required road improvement process. The current terminus of the accepted portion leaves 400 feet under consideration for the waiver.

A waiver to the road improvement process can only be granted by order of Council after notice to surrounding property owners, legal advertising, and a Public Hearing. The approval would require the dedication of any additional right-of-way and an agreement in recordable form that binds the owner and his/her successors in interest, to pay for the portion of cost for completion of the entire width of the right-of-way that exists when the waiver is granted through the furthest northern point of Parcel 29-37-10-00-515. If the applicant should fail to pay for the improvement done by another, the Town shall be entitled to record a lien against the property for which such a waiver was granted for the cost of the reimbursement and/or the Town may withhold issuance of any future building permits, development permits for the parcel for which such waiver was granted.

If you received this notice then you are listed as an owner of property, as shown in the records of Brevard County Property Appraiser's office, within 500' of the requested road waiver request. This Notice is provided as required by Malabar Code, Chapter 13, Section 13-38(b)(1) and (2) adopted by Ordinance 2020-01. Such sections provide guidelines for such requests if special conditions and circumstances exist. You are invited to attend or submit your comments before the meeting to the Town clerk at townclerk@townofmalabar.org

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

Record & Return To:
Town of Malabar
2725 Malabar Road
Malabar, Florida 32950

RIGHT-OF-WAY DEDICATION

THIS INDENTURE made this _____ day of _____, 2022, between Javier Martinez & Alondra Isela Cardenas, a person(s), whose address is 1241 Deedra Street NW Palm Bay, FL 32907, party of the first part, hereinafter referred to as "Grantor," and **The Town of Malabar**, a municipal corporation organized under the laws of the State of Florida and situated in Brevard County, Florida, 2725 Malabar Road, Malabar, FL 32950, party of the second part, hereinafter referred to as "Grantee,"

WITNESSETH:

That the Grantor, for and in consideration of other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, dedicate and convey unto the party of the second part, its successors and assigns, the following described land, lying and being in the Town of Malabar, County of Brevard, State of Florida, to-wit:

A strip of land 5 feet in width along the East edge of the parcel known as 3160 Prosperity Lane, Malabar Fl 32950 AKA Township 29, Range 37, Section 10, Parcel 29-37-10-00-515; for the purpose of public road, utility, and drainage use.

The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Grantor: Signature (*Javier Martinez*)

Witness

Grantor: Printed Name (*Javier Martinez*)

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn and acknowledged before me by means of ___physical presence or ___ online notarization, this ___ day of _____, 2022 by _____.

WITNESS my hand and official seal this _____ day of _____, 2022.

NOTARY PUBLIC
State of Florida

My Commission Expires:
Right of Way Dedication
Page 1 of 2

Revised 05/2022

ORDINANCE NO. 2020-01

AN ORDINANCE OF THE TOWN OF MALABAR, BREVARD COUNTY, FLORIDA; ADDING A NEW SECTION 13-38(c) RELATING TO WAIVERS AUTHORIZED BY THE TOWN COUNCIL; ESTABLISHING GROUNDS FOR A WAIVER; PROVIDING FOR CODIFICATION, SEVERABILITY AND CONFLICTS; PROVIDING AN EFFECTIVE DATE.

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

Section 1. Section 13-38(c) of the Code of Ordinances of the Town of Malabar is hereby added to read as follows:

"(c) Waiver. The Town Council may grant a waiver to the provisions of Section 13-38 (b) (1) and (2).

1. The below stated procedures shall in all respects be utilized for consideration of a waiver to subsection (b)(1) and (2). In order to authorize a waiver under this section the Town Council must find the following:

i. That special conditions and circumstances exist and that the presence of which would make complying with section 13-38 (b) (1) or (2) unreasonable. Financial or economic reasons, conditions or circumstances shall not be grounds for a waiver under this section;

ii. The special conditions and circumstances are not caused in any way by the owner or applicant;

iii. That such waiver will not be injurious or detrimental to the public welfare;

iv. That the waiver granted is the minimum waiver that will make possible the reasonable use of the land;

v. As a condition to the issuance of a waiver the owner of the property shall dedicate the right of way required by section 13-39 of the code, if no such public right of way exists at the time of the granting of a waiver authorized herein, through the furthest boundary of the lot of record on which a principal structure or accessory structure is to be constructed.

2. The owner shall also execute an agreement in recordable form with the Town that binds the owner and his/her successors in interest to pay for the completion of the entire width of the right of way as it existed on the date the waiver is granted by the Town Council through the furthest boundary of the lot of record on which a principal structure or accessory structure is constructed in the event the road is completed by another.

3. By way of example, and not by way of limitation, "special circumstances" may include:

i. Environmental conditions and restrictions exist which prohibit any disturbance of such area and make it impossible to complete the road to the furthest extent of the property; or

ii. There exists no dedicated public right of way immediately abutting and beyond the furthest boundary of the lot of record for which the waiver applies; or

iii. The property immediately abutting and beyond furthest boundary of the lot of record for which the waiver applies is owned by a governmental agency and is designated as conservation or environmentally sensitive land; or

iv. The property immediately abutting and beyond the furthest boundary of the lot of record for which the waiver applies already has existing accepted access through the use of another public or private right of way

4. Town Council may impose additional reasonable conditions and safeguards that it deems appropriate;

5. The Town Council may prescribe a reasonable time limit within which the action for which the waiver is required shall be begun or completed or both.

6. The decision of the Town Council regarding a request for a waiver is final and no reconsideration, rehearing or further appeal to the Town is available.

7. Application Process: Any person owning an interest in any real property may apply to the Town Council for a waiver hereunder. The application shall be accompanied by a fee established from time to time by the Town Council. The application shall be in such form as provided by the town, and shall contain the following information:

i. The name of the owner of the particular real property shall be included.

ii. If the applicant is other than all the owners of the particular property, written consent signed by all owners of the particular real property shall be attached.

iii. The application shall contain the legal description of the particular real property, accompanied by a certified survey of that portion of the map maintained by the property appraiser reflecting the boundaries of the particular real property.

iv. The application shall contain the current zoning classification, and any specified conditions or conditional use designation as recorded on the official zoning maps.

8. Public Hearing: Notice Upon receipt of an executed application pursuant to this section, the Town Clerk forthwith schedule a hearing on the application before the Town Council. Notice of the time and place of the public hearing shall be given to the applicant at least 15 days prior to the public hearing. Notice of the time and place of the public hearing on the application shall be mailed, at least 15 days prior to

the public hearing, to all property owners abutting the road right of way in question. Such notice shall contain the name of the applicant, the legal description of the affected property, and that the owner of the affected property desires a waiver to section 13-38(b)(1) or (2). In addition, a notice containing such information shall be posted at Town Hall and on the Town's website.

Section 2. It is the intention of the Town Council of the Town of Malabar, Brevard County, Florida and it is hereby provided that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Malabar.

Section 3. Should any Section, Clause, or Provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the remaining provisions or parts of this Ordinance.

Section 4. All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict with this Ordinance.

Section 5. This Ordinance shall become effective immediately upon its adoption.

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

Council Member Grant Ball
Council Member Brian Vail
Council Member Steve Rivet
Council Member David Scardino
Council Member Danny White

Aye
Aye
Aye
Aye
Aye

This Ordinance was then declared to be duly passed and adopted this 3 day of Feb, 2020.

TOWN OF MALABAR

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



First Reading: 1/13/2020
Second Reading: 2/03/2020

ATTEST
Debby K. Franklin
Debby K. Franklin, CMC
Town Clerk/Treasurer

Approved as to form and content:
Karl W. Bohne, Jr.
Karl W. Bohne, Jr.
Town Attorney