



REGULAR TOWN COUNCIL MEETING

Monday, August 21, 2023 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 08/07/2023

Exhibit: Agenda Report Number 4a

Attachments:

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

5. ATTORNEY REPORT
6. STAFF REPORTS
 - a. Manager
 - b. 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 / SPECIAL ORDERS
9. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO RESIDENTS PRESENT AT MEETING

(RECOMMENDATIONS FROM BOARDS, HOA REQUESTS, RESIDENT GRIEVANCES)

- a. Trails and Greenways Purchase Request for Bike Repair Station

Exhibit: Agenda Report Number 9a

Attachments:

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

10. ACTION ITEMS

ORDINANCES: 0

RESOLUTIONS: 1

MISCELLANEOUS: 3

a. Appoint Mark Gunther to Trails and Greenways Committee (Resolution 07-2023)

Exhibit: Agenda Report Number 10a

Attachments:

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

b. Council Qualifies Council Candidates

Exhibit: Agenda Report Number 10b

Attachments:

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

c. Engagement letters from Florida Municipal Loan Council Financing Program (FMLC) and Public Resources Advisory Group, Inc. (PRAG)

Exhibit: Agenda Report Number 10c

Attachments:

- **Agenda Report Number 10c** (Agenda_Report_Number_10c.pdf)

d. Federally Funded Subaward and Grant Agreement (FDEM)

Exhibit: Agenda Report Number 10d

Attachments:

- **Agenda Report Number 10d** (Agenda_Report_Number_10d.pdf)

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) Vacancies on the Trails and Greenways Committee; (2) Vacancies on the Parks and Recreation Board, (1) Vacancy on the Planning and Zoning Board; and (1) Vacancy on the Board of Adjustment.

15. ADJOURNMENT

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

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

TOWN OF MALABAR

Regular Town Council Meeting

AGENDA ITEM NO: 4.a
Meeting Date: August 21st, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Approve Minutes of the RTCM of 8/07/2023

BACKGROUND/HISTORY:

Summary of actions at Town Council Meetings

ATTACHMENTS:

- Draft Minutes of the RTCM of 8/07/2023

ACTION OPTIONS:

Review

**MALABAR TOWN COUNCIL
REGULAR MEETING MINUTES
August 7th 2023, 7:30 PM**

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

1. CALL TO ORDER:

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

2. ROLL CALL:

CHAIR:	MAYOR PATRICK T. REILLY
VICE CHAIR:	DAVID SCARDINO
COUNCIL MEMBERS:	MARISA ACQUAVIVA
	BRIAN VAIL
	JIM CLEVENER
	MARY HOFMEISTER
TOWN MANAGER:	MATT STINNETT
TOWN ATTORNEY:	KARL BOHNE
SPECIAL PROJECTS MANAGER:	LISA MORRELL
TOWN CLERK:	RICHARD KOHLER
INTERIM FIRE CHIEF:	ANTHONY GIANTONIO

- 3. APPROVAL OF AGENDA - ADDITIONS/DELETIONS/CHANGES:** TM Stinnett requests to add agenda items 13.d "Use of Other Agency Contract Brevard County B-6-20-57/Asphaltic Concrete" & 13.e "Use of Other Agency Contract Thermoplastic Striping and Reflective Marking. Contract # 4415 and 5003, Brevard County, Florida Striping Inc."

Without objection, agenda approved with additions.

4. CONSENT AGENDA:

4.a. Approve Minutes of 7/17/2023 RTCM

Exhibit: Agenda Report Number 4a

4.b. Approve Minutes of 7/24/2023 Council Workshop

Exhibit: Agenda Report Number 4b

4.c. Obligating and Re-Allocating SLFRF Funding to Specific Projects and Capital Projects per FY24 Budget Workshop of 07/17/2023

Exhibit: Agenda Report Number 4c

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

Vote: All Ayes (5-0).

5. PROCLAMATIONS/PRESENTATIONS

5.a. Florida Water Professional's Month

Exhibit: Agenda Report Number 5.a

Mayor Reilly read the Florida Water Professional's Month proclamation into the record.

5.b. Life Save Award for Malabar Fire Department Employees

Exhibit: None

Mayor Reilly presented Interim Chief Giantonio and Lt. Reilly of the Malabar Fire Department with Life Save Awards for services performed on duty that saved the life of a Malabar citizen.

6. ATTORNEY REPORT: None

7. BCSO REPORT: None

8. BOARD/COMMITTEE REPORTS:

8.a. Trails and Greenways Committee:

Exhibit: Agenda Report Number 8a

8.b. Parks and Recreation Board

Exhibit: Agenda Report Number 8b

8.c. Planning and Zoning Board

Exhibit: Agenda Report Number 8c

9. STAFF REPORTS:

9.a. Town Manager – Matt Stinnett informed Council that the 2 new positions have been posted. The Public Works Director has resigned. He plans to use an internal candidate to fill the position. We have also received an engagement letter from FLC to pursue a loan, hopefully that will be on the next agenda. He is also working on the NDPES report, and the contract for that will likely be before you in the next few months.

9.b. Special Projects Manager – Lisa Morrell states that the transition from QuickBooks to BS&A is underway as of this morning.

9.c. Treasurer – Lisa Morrell referenced her written report.

9.d. Town Clerk – Richard Kohler stated that Qualifying for Council Seats #4 & 5 has begun and will remain open until 4:30 on Tuesday August 15th. Also, the signs requested by the Trails and Greenways Committee has been procured and are here for Councils review tonight.

10. 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)

Mark Gunther, 1240 Pemberton Trail – He states the County has roller chopped up to the tree that was supposed to be protected because it had an eagle's nest in it. He is concerned that they have violated the agreement and wants to know what his best course of action is. Eagles Nests are federally protected, and the work has encroached into the protected area. Atty Bohne states the Town does not have a say in that, as we do not have jurisdiction. US Fish and Wildlife would be the proper authority. Mayor Reilly suggests TM Stinnett investigate. CM Acquaviva and Hofmeister asked if Mr. Gunther took any photos. Mr. Gunther states no, but he has done research and is disappointed. CM Acquaviva asks what the consequences would be for an issue like this? Attorney Bohne states there are financial penalties.

11. PUBLIC HEARINGS/SPECIAL ORDERS: 0

12. UNFINISHED BUSINESS/GENERAL ORDERS MAY INCLUDE ITEMS DIRECTLY RELATED TO TOWN APPOINTED BOARDS/COMMITTEES: 0

13. ACTION ITEMS:

ORDINANCES for FIRST READING: 0

RESOLUTIONS: 0

MISCELLANEOUS: 3

13.a. ILA between the Town of Malabar and the City of Palm Bay

Exhibit: Agenda Report Number 13a

Staff: TM Stinnett states that the Fire Truck is in need of warranty repairs. Palm Bay has agreed to store an engine for our use for up to a year.

MOTION: CM Vail/CM Scardino to approve the ILA between the Town of Malabar and the City of Palm Bay.

Vote: All Ayes (5-0).

13.b. ILA between the Town of Malabar and Brevard County

Exhibit: Agenda Report Number 13b

Staff: TM Stinnett states that the hope is to donate the old radios from our inventory to the County who still uses them. We do not need them and have been looking to surplus them.

MOTION: CM Vail/CM Acquaviva to approve the ILA Between the Town of Malabar and Brevard County.

Vote: All Ayes (5-0)

13.c. Approve Job Description of Building Department “Permitting Technician.”

Exhibit: Agenda Report Number 13c

Staff: TM Stinnett states that this is the position we are budgeting for the next year. He and the Building Department Manager reviewed this. Mayor Reilly asks if the job description is broad enough to fill our needs? TM Stinnett states he believes it is. This person will eventually replace Ms. Collette as the assistant in the Building Department.

MOTION: CM Scardino/CM Acquaviva to approve the job description for the Permitting Technician as presented.

Discussion: CM Scardino suggests we expand the job duties as we are a small town. CM Vail states that other duties as assigned is included. Mayor states he would like to see plan review and or planning and zoning board assistance. CM Scardino suggests looking for someone who is multi-faceted. Mayor Reilly states the title implies the new hire would only be involved in the permitting, and not a broad help for Ms. Denine. TM Stinnett states the goal is to train the new employee to be the main response person so that Ms. Denine can focus on bigger projects. Mayor suggests we ensure applicants know the job will be more encompassing that a permitting clerk. CM Vail suggests that the title doesn't matter as long as the job description is thorough. Mayor asks what positions Palm Bay has in their structure? Ms. Morrell states they have different levels of Permitting Technicians and Permitting Clerks. She also suggests that P&Z should move to the new executive assistant. Consensus is reached to keep the title of Permit Technician.

Vote: All Ayes (5-0)

13.d. Use of Other Agency Contract Brevard County B-6-20-57/Asphaltic Concrete

Exhibit: Agenda Report Number 13.d (Added during Additions/Deletions)

Staff: TM Stinnett states that this company will be paving in Grant-Valkaria, and with the funding we moved from ARPA, we can piggy-back the contract and get Weber Road repaved. He believes it should be under \$400K. He is seeking Council approval.

MOTION: CM Hofmeister/CM Scardino to approve the use of Brevard County B-6-20-57 Asphaltic Concrete contract for Weber Road resurfacing.

Discussion: CMs Vail, Acquaviva, and Scardino all suggests they begin as soon as they can.

Vote: All Ayes (5-0)

13.e. Use of Other Agency Contract Thermoplastic Striping, Paint Striping and Reflective Marking. Contract #4415 and 5003, Brevard County, Florida Striping Inc.

Exhibit: Agenda Report Number 13e (Added during Additions/Deletions)

Staff: TM Stinnett states this is a separate contract for striping. They will add temporary striping behind the pavers, and after the pavement dries for 30 days, they will add thermoplastic and reflectors.

MOTION: CM Scardino/CM Hofmeister to approve the use of other agency purchase contract awarded by Brevard County; Contract #4415 and 5003 for roadway striping, Florida Striping, Inc.

Discussion: CM Acquaviva is excited to have the project completed! CM Scardino asks how long the road will last? TM States his estimate is about 20 years. Mayor asks if we can add any additional projects? TM States he plans to have the loan discussion at the next meeting, and then the projects will be moving fast.

Vote: All Ayes (5-0)

14. DISCUSSION/POSSIBLE ACTION: None

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

16. REPORTS – MAYOR AND COUNCIL MEMBERS

CM Acquaviva: None

CM Vail: None

CM Clevenger: None

CM Hofmeister: CM Hofmeister provides a friendly reminder for all Council Members to include in an article for a future mailboat. She also states she regularly runs and rides in the sanctuary to keep an active eye on the project taking place. She would like to see the County held accountable. The medians of the concrete road are cut down, and it made the area messy. This project will impact all of us, and we should keep an eye on it. Clerk Kohler states the T&GC has a standing item on their agenda to discuss any adverse effects of the project. CM Vail suggests the residents call and report these issues to the EELs program themselves. Mark Gunther states he spoke with Mr. Knight at length, but Mr. Knight hasn't listened to complaints for years. He was very gracious but did not change his actions or opinions. His concern is that the day-to-day changes are not passed along to the residents. He suggests someone from Malabar be informed more directly on the project updates. SPM Morrell suggests Mr. Gunther contact the Brevard County Parks Department.

CM Scardino: He states his excitement with the trains coming through at such high speeds.

Mayor Reilly: The FLC Conference is this week in Orlando! He also informed Council that there have been some unusual development requests.

17. ANNOUNCEMENTS: (1) Vacancy on the Planning & Zoning Board; (2) Vacancy on the Parks & Recreation Board; (1) Vacancy on Board of Adjustment; (1) Vacancy on the Trails and Greenways Committee.

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

BY: _____
Mayor Patrick T. Reilly, Council Chair

ATTEST:

Richard W. Kohler
Town Clerk

Date Approved: 08/21/2023

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: **9.a**

Meeting Date: August 21st, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Trails and Greenways Committee Purchase Request for Bike Repair Station

BACKGROUND/HISTORY:

At the August 14th Trails and Greenways Committee Meeting, the Committee discussed the planned improvements to the Cameron Preserve. The Committee wishes to create a self-service bike repair station to be affixed to the Cameron Trail Shelter (CTS). The goal is to provide the necessary tools and equipment required to perform emergency repair to damaged bicycles. The station is planned to include:

- Bike Pump
- Multi-Tool
- Adjustable Wrench
- Tire Levers
- Bike Link Pliers
- Hex Wrench Set
- 26", 27.5", & 29" inner tubes (2 each)

The Committee wishes to secure the tools and equipment in a waterproof storage box and secure the larger tools to the CTS via steel cables. The Committee has previously researched a purpose-built bike repair station, and the cost for them ranged from \$775.00 to \$1,799.00. The total purchase request for this project is \$269.38.

ATTACHMENTS:

- Memo 2023-TC-4

ACTION:

- Motion to approve T&GC Purchase request of items to create a bike repair station in the Cameron Preserve.

FINANCIAL IMPACT:

- \$269.38 expended from 572.4930, Trails and Greenways.

TOWN OF MALABAR
MEMORANDUM

Date: August 16, 2023 2023-TC-4
To: Mayor Reilly and Members of Council
CC: Town Manager
From: Richard W. Kohler, Town Clerk
Ref: Trails & Greenways Committee Recommendations

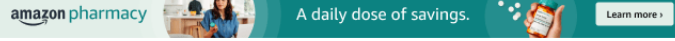
During the August 14th Trails and Greenways Committee Meeting, the Committee discussed their active projects, including improvements to the Cameron Preserve. The Committee wishes to create a self-serve bike repair station at the Cameron Trail Shelter (CTS). The goal is to have the necessary tools and equipment needed for basic and minor repairs affixed to the CTS. Tools and equipment requested include:

1. Multi Tool – \$29.99
 - a. Designed for bike maintenance.
 - b. Includes limited wrenches, screwdrivers, and a chain repair tool.
2. High Pressure Floor Pump - \$49.95
 - a. Includes Pressure Gauge
 - b. Compatible with both Schrader and Presta valves.
3. Adjustable Wrench - \$20.95
4. Tire Levers - \$6.99
5. Bike Link Pliers - \$14.09
 - a. Bike Chair Repair Kit
 - b. Includes splitter, pliers, and link checker.
6. Hex Wrench Set - \$15.99
7. 27.5" Inner Tube (2 Pack) - \$18.99
8. 29" Inner Tube (x2) - \$11.92
9. 26" Inner Tube (x2) - \$9.98
10. Water Proof Storage Box - \$65.54
11. Cable with Clamps - \$24.99

The total request, of 11 items, amounts to \$269.38. These funds will be expended from line item 572.4930, Trails & Greenways.

Vice Chair Hann made the motion, and it was seconded by Committee Member Cameron, and the motion passed unanimously.

Attachment: Item Specifications from Amazon.



Sports & Outdoors > Sports > Cycling > Bike Tools & Maintenance > Multifunction Tools



Crankbrothers Multi Tool M 19 Matte Black Red

Visit the Crankbrothers Store
4.8 2,833 ratings | 11 answered questions

List Price: ~~\$36.99~~ Details
Price: **\$29.99** One-Day
FREE Returns
You Save: **\$7.00 (19%)**

Color: **Matte Black and Red**



Style: **M19 + Hand Pump - Red**

1 + Hand Pump - Red **M19** M19 + Hand Pump - Red Single

Color Matte Black and Red
Material Chromium-Molybdenum Steel
Brand Crankbrothers
Item Dimensions LxWxH 8 x 8 x 8 inches
Item Weight 175 Grams

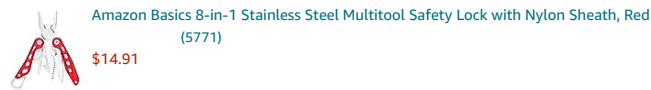
About this item


- **TOOLS INCLUDED:** Hex Wrenches #2, 2.5, 3, 4, 5, 6, 8. Open wrench 8mm, 10mm. Spoke wrench #0, 1, 2, 3. Screwdrivers Phillips #1 & 2, flat #2. Torx T-10, T-28
 - **CHAIN TOOL:** 8 / 9 / 10 / 11 / 12 speed compatible
 - **DESIGNED TO BE ERGONOMIC:** Side grips provide a secure handhold even with gloves on
 - **LIFETIME WARRANTY**
 - **COMPACT, SLIM-PROFILE AND LIGHTWEIGHT:** 89mm length, 175g
- [See more product details](#)

Offers also available from **certified small and diverse sellers**. Details

[Report incorrect product information.](#)

Similar item to consider



Toolitin  **TOOLITIN Bike Pump with Gauge**
★★★★★ 4,093
\$29.99 ✓prime

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\$29.99

One-Day

FREE Returns

FREE delivery **Tomorrow, August 17.**
Order within **12 hrs 6 mins**

[Deliver to Town - Malabar 32950](#)

In Stock

Qty:

[Buying in bulk?](#)

[Add to Cart](#)

Secure transaction

Ships from and sold by Amazon.com.

Return policy: [Eligible for Return, Refund or Replacement within 30 days of receipt](#)

Add a gift receipt for easy returns

[Add to List](#)

New (21) from **\$29.99**

FREE One-Day

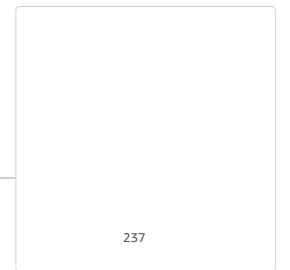
Other Sellers on Amazon

\$29.99 [Add to Cart](#)
& **FREE Shipping**
Sold by: Focus Camera LLC

\$34.99 [Add to Cart](#)
& **FREE Shipping**
Sold by: Bike bling

\$34.99 [Add to Cart](#)
& **FREE Shipping**
Sold by: VeloCountry

Have one to sell? [Sell on Amazon](#)



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Frequently bought together



+



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Total price: **\$61.14**

[Add all three to Cart](#)

These items are shipped from and sold by different sellers. [Show details](#)

This item: Crankbrothers Multi Tool M 19 Matte Black Red
\$29.99

Crankbrothers Gem Bike Hand Pump - Short/Long Dual Piston Pump, Presta/Schrader, High...
\$23.16

Gorilla Force | Ultra Strong Bike Tire Levers | Lava Red
\$7.99 (\$4.00/Count)

4 stars and above

Sponsored

amazon pharmacy

A daily dose of savings.

Learn more

Sports & Outdoors > Sports > Cycling > Accessories > Bike Pumps > Floor Pumps



Roll over image to zoom in

Topeak Joe Blow Sport III High Pressure Floor Pump

Visit the Topeak Store 4.7 5,843 ratings | 76 answered questions

Price: \$49.95 One-Day FREE Returns

May be available at a lower price from other sellers, potentially without free Prime shipping.

Style:

Original Packaging

Product Packaging: Standard Packaging

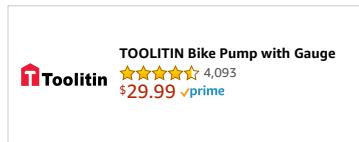
Frustration Free Packaging Standard Packaging

Color	Yellow
Brand	Topeak
Material	Alloy Steel
Item Weight	3.7 Pounds
Item Dimensions LxWxH	26.8 x 10 x 4.6 inches

About this item

- New 3" mid-mount gauge
- New hammer style TwinHead DX with extra long 360 pivot hose works with all tire valves
- Max pressure: 160 psi/11 bar
- Includes ball and bladder needles
- Dual density polymer, ergonomic, oversized handle

Report incorrect product information.



Sponsored

Buy new: \$49.95

One-Day FREE Returns

FREE delivery Tomorrow, August 17. Order within 6 hrs 50 mins

Deliver to Town - Malabar 32950

In Stock

Qty: 1

Buying in bulk?

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Secure transaction

Ships from and sold by Amazon.com.

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

Shows what's inside. Item often ships in manufacturer container to reduce packaging. To hide what's inside, choose Ship in Amazon packaging at checkout.

Save with Used - Like New \$46.53

Two-Day

FREE delivery: Friday, Aug 18

Ships from: Amazon Sold by: Amazon Warehouse

Add to List

New & Used (30) from \$46.53 Prime FREE Delivery

Other Sellers on Amazon

\$49.95 Prime FREE Delivery Sold by: Cycle Crew Add to Cart

\$49.95 Prime FREE Delivery Sold by: Amazing Deals Online Add to Cart

Have one to sell? Sell on Amazon

TOOLITIN Bike Pump with Gauge
 ★★★★★ 4,093
 \$29.99 ✓prime

Sponsored

Frequently bought together



+

+

Total price: \$112.70

Add all three to Cart

These items are shipped from and sold by different sellers. Show details

This item: Topeak Joe Blow Sport III High Pressure Floor Pump \$49.95

Multi Bicycle Tool (19-Function, Silver) \$32.99

Topeak SmartGauge D2 \$29.76

4 stars and above

Sponsored

- | | | | | | | |
|---|--|--|--|---|--|--|
| | | | | | | |
| PRO BIKE TOOL Bike Floor Pump - Bicycle Pump with Gauge up to 160 PSI / 11 Bar Pres...
129
\$59.99
Save 5% with coupon (some sizes/colors)
\$56.99 with quantity discounts | BV Bike Pump Out of Durable Steel - Bicycle Pump 160 PSI high Pressure, Bike Tire P...
27,829
\$21.99 | VIMILOLO Bike Floor Pump with Gauge, Ball Pump Inflater Bicycle Floor Pump with high...
12,522
Amazon's Choice in Bike
#1 Best Seller
\$16.69 | HOPOPRO NBC News Recommended Brand Bike Floor Pump with Gauge High Pressure 160 PSI...
246
\$27.99
\$23.79 with quantity discounts | SZSHIMAO Bike Pump, Bicycle Floor Pump, Track Pump, Ball Pump, Stand Pump 160 PSI G...
6,688
\$11.99 | MOHEGIA Bike Floor Pump with Gauge, Air Bicycle Pump Inflater with High Pressure 160...
850
\$19.59
Save 4.00 with coupon (some sizes/colors)
\$18.61 with quantity discounts | Bike FI Bike Ti Accura and Sr
Save 5 sizes/cc
\$21. |



Tools & Home Improvement > Power & Hand Tools > Hand Tools > Wrenches > Adjustable Wrenches



Roll over image to zoom in



Channellock - 6 Xtra Slim Jaw Adj Wrench (806SW)

Visit the Channellock Store

4.6 1,667 ratings | 26 answered questions

Amazon's Choice for "slim crescent wrench"

List Price: ~~\$29.00~~ Details

Price: **\$20.95** One-Day

FREE Returns

You Save: **\$8.13 (28%)**

Size: 6

4	6
\$18.95	\$20.95

Color Factory

Brand Channellock

Material Chrome Vanadium Steel

Item Dimensions LxWxH 1.97 x 0.43 x 6.38 inches

Item Weight 0.28 Pounds

About this item

- Extra slim 3/32" Jaws XTRA SLIM jaws are up to 68% thinner than a standard wrench of the same size to provide maximum accessibility
- LONGER jaws grip better, providing greater access in tight spaces
- Precision use Only - Max Torque Rating: 400 in LBS
- MEASUREMENT SCALES are laser engraved (in. on front, mm. on reverse) and handy for sizing nuts, pipe and tube diameters
- PRECISE 4-thread knurl improves adjustment accuracy
- OPTIMAL head width and non-protruding jaws allow accessibility for hard to reach applications
- ERGONOMIC tapered handle
- CHROME finish for ultimate rust prevention

> See more product details

[Report incorrect product information.](#)

Similar item to consider



Amazon Basics Locking Adjustable Wrench, 10 inch x 2.7 inch x 0.75 inch (830)

\$19.00

3,149

Sponsored

\$20.95

One-Day

FREE Returns

FREE delivery **Tomorrow, August 17.** Order within 13 hrs 49 mins

Deliver to Town - Malabar 32950

In Stock

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Ships from and sold by Amazon.com.

Return policy: [Eligible for Return, Refund or Replacement within 30 days of receipt](#)

Add a gift receipt for easy returns

Add to List

New (2) from

\$20.95

FREE One-Day

Other Sellers on Amazon

\$27.32

& FREE Shipping

Add to Cart

Sold by: USA Tool Depot

Have one to sell? [Sell on Amazon](#)



Stark USA Stark 3000W Rebar Bender 1-1/4inches (32mm) Rebar Bending Bend... \$1,999⁹⁹

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Frequently bought together



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+



Total price: **\$70.93**

Add all three to Cart

These items are shipped from and sold by different sellers. [Show details](#)

This item: Channellock - 6 Xtra Slim Jaw Adj Wrench (806SW) \$20⁹⁵

GRIP - GRAND RAPIDS INDUSTRIAL PRODUCTS 9PC Super Thin Open End Wrench Se... \$24⁹⁹

Grip 7 pc Super Thin Wrench Set \$24⁹⁹ (\$3.57/Count)

4 stars and above

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Group: Town of Malabar ▾

✓ Mark product as preferred

View other policies

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A daily dose of savings.

Learn more >

Sports & Outdoors > Sports > Cycling > Tires & Tubes > Tire Repair Kits



Roll over image to zoom in

Boenoea Bicycle Tire Lever Stainless Steel Tire Changing Tool, Bike Tire Removal Repair Tools (Metal)

Brand: Boenoea

4.6 333

ratings

| 3 answered questions

Amazon's Choice ▾ for "metal bi..."

Save 22%

Lowest price in 30 days

Typical price: ~~\$8.99~~ Details

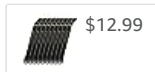
Prime Price: **\$6.99**

FREE Returns

You Save: **\$2.00 (22%)**

Exclusive Prime price

Color: **Black x 5pcs**



- Strong Material:Stainless steel bike tyre spoon iron changing tool
- Design:Boenoea repair tools are overall sleek, which will not hurt your rims pry and tires
- Super strong levers - Metal material bike tire changing tools
- Black bike tire levers repair tool kits
- Lightweight bicycle levers,cycling tire lever

[Report incorrect product information.](#)

\$6.99

FREE Returns

FREE Prime delivery **Monday, August 21.** Order within **14 hrs 33 mins**

Deliver to Town - Malabar 32950

In Stock

Qty:

Buying in bulk?

[Add to Cart](#)

Secure transaction

Sold by LEYU-US and Fulfilled by Amazon.

Return policy: [Eligible for Return, Refund or Replacement within 30 days of receipt](#)

Add a gift receipt for easy returns

[Add to List](#)

Have one to sell? [Sell on Amazon](#)

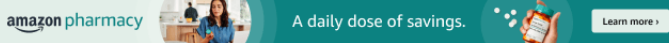


Tirellix Bike CO2 Inflator Kit – Combo Bicycle Tubeless Tire Repair Kit with...

\$19.89 ✓prime

\$19.02 with quantity discounts

Sponsored



Sports & Outdoors > Sports > Cycling > Bike Tools & Maintenance > Shop Tools



Roll over image to zoom in

Oumers Bike Link Plier+Chain Breaker Splitter Tool+Chain Checker, Chain Missing Link Opener Closer Plier Chain Cutter Connector Wear Indicator Tool

Brand: Oumers 4.6 3,820 ratings | 6 answered questions Amazon's Choice for "oumers"

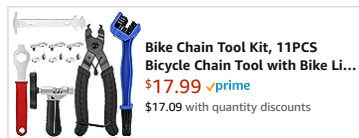
Price: \$14.09 One-Day FREE Returns

Color	Link Plier+chain Splitter+chain Checker
Brand	Oumers
Included	Plier
Components	
Number of Pieces	3

About this item

- Bike Chian Repair tool Set--Perfect match for all your bike chain repair
- Bike Link Plier--Used for quick removal of joining links, advanced tool for both open and close, chain master link remover and connector 2 in 1
- Chain Breaker Splitter Tool--very smart design, which easy to break, easy to re-chain --unique groove on the top make it easy to see how far you have pop the peg out and to remove the cutted chain with peg out of the tool
- Bike Chain Wear Indicator Tool--can allow you to quickly assess the wear and stretch of chains, help you decide to change a new one or not
- Pro Quality--We are so confident about the quality of our products that if you have any product issues, we are very happy to either provide a Refund or a Replacement!

Report incorrect product information.



Sponsored

\$14.09

One-Day

FREE Returns

FREE delivery Tomorrow, August 17. Order within 13 hrs 47 mins

Deliver to Town - Malabar 32950

In Stock

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Sold by Qkurt US and Fulfilled by Amazon.

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

Shows what's inside. Item often ships in manufacturer container to reduce packaging. To hide what's inside, choose Ship in Amazon packaging at checkout.

Add a gift receipt for easy returns

Add to List

Have one to sell? Sell on Amazon

243

Sponsored

Frequently bought together



+



+



Total price: \$40.53

Add all three to Cart

These items are shipped from and sold by different sellers. Show details

This item: Oumers Bike Link Plier+Chain Breaker Splitter Tool+Chain Checker, Chain Missi... \$14.09

Oumers Bike Cassette Removal Tool with Chain Whip and Auxiliary Wrench Bicycle Sprock... \$16.99

Park Tool PolyLube 1000 Bicycle Grease \$9.45 (\$2.36/Ounce)

4 stars and above

Sponsored



Tools & Home Improvement > Power & Hand Tools > Hand Tools > Wrenches > Hex Keys



Roll over image to zoom in



2 VIDEOS

Line 25-Piece Folding Wrench Set, SAE, Metric, Torx Hex Key Set Included, 3 Pack Portable Key Set for Basic Home Repair and General Applications

Topline Store

1,782 ratings

answered questions

List Price: \$19.99

Price **\$15.99** (\$5.33 / Count)

One-Day

FREE Returns

You Save: **\$4.00** (20%)

Coupon: Apply 10% coupon Shop items > | Terms

- Color** Blue
- Brand** Topline
- Material** Black Oxide Chrome Vanadium
- Item** 1.5 x 1.12 x 4.5 inches
- Dimensions** LxWxH
- Item Weight** 0.33 Pounds

About this item

- 3-pack folding allen wrench set contains 8-piece metric hex key set (Yellow), 9-piece SAE hex key set (Red) and 8-piece torx hex key set (Blue). Key Sizes: 1.5mm, 2mm, 2.5mm, 3mm, 4mm, 5mm, 6mm, 8mm, 5/64", 3/32", 7/64", 1/8", 9/64", 5/32", 3/16", 7/32", 1/4", T9, T10, T15, T20, T25, T27, T30, T40. This allen key set with different sizes is perfect for basic home repair, furniture assembly and various maintenance tasks.
- Durable composite construction with rubber side inserts allow for a secure grip. Wide handle with PP&TPR materials for powerful torque and comfortable grip. Heat treated chrome vanadium steel blades with durable black oxide finish for durability and corrosion resistance.
- A chamfered edge helps guide the wrench for a smooth, easy entry of the hex key. Visible size marking are printed on the each hex key and handle

\$15.99 (\$5.33 / Count)

One-Day

FREE Returns

FREE delivery **Tomorrow, August 17.**

Order within **13 hrs 17 mins**

Deliver to Town - Malabar 32950

In Stock.

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Sold by **TOPLINE TOOLS** and Fulfilled by Amazon.

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

Shows what's inside. Item often ships in manufacturer container to reduce packaging. To hide what's inside, choose **Ship in Amazon packaging** at checkout.

Add a gift receipt for easy returns

Add to List

Have one to sell? [Sell on Amazon](#)

25 Pieces Folding Allen Wrenches

MaxoPro 25pc Folding Allen Wrench Se...

★★★★☆ 17

\$16.99 ✓prime

Save 5% with coupon

Sponsored

for easy identification. Make sure you pick the right one.

- Portable folding allen wrench set assemble the most frequently used sizes in one set. Folding design is convenient to access and storage.
- TOPLINE 25-piece allen key set is a perfect handled tool, helping you assemble furniture, tighten a handle or repair a bicycle. It's easy to carry around or store, suitable for family or outdoor use. Brings the maximum convenience for your life.

› [See more product details](#)

[Report incorrect product information.](#)

Similar item to consider

Amazon's Choice 

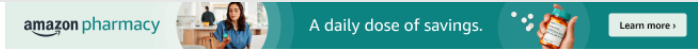


Amazon Basics Folding Hex Key Set -
3-Pack, Metric/SAE/Star
(4044)

\$13.39 (\$4.46/Count)

976

Sponsored



Sports & Outdoors > Sports > Cycling > Tires & Tubes > Tubes



Roll over image to zoom in

BWSHLF 27.5" Mountain Bike Inner Tubes (2 Pack), Durable Butyl Rubber MTB Bicycle Replacement Fit 2.1-2.4, Presta Valve 48mm

Visit the BWSHLF Store

4.4 114 ratings

Save 5% Lowest price in 30 days
Typical price: ~~\$19.99~~ Details
Price: **\$18.99** One-Day
FREE Returns
You Save: **\$1.00 (5%)**

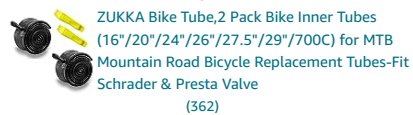
Brand	BWSHLF
Valve Type	Presta
Material	Butyl Rubber
Bike Type	Mountain Bike
Wheel Size	27.5 Inches

About this item

- High-Quality Rubber Material: Different from ordinary inner tubes, we use 60% high butyl rubber. The air tightness of this high-quality rubber is 8 times that of natural rubber, and it is not easy to break due to temperature changes. The conventional sidewall thickness is 0.8~0.95MM, but our sidewall thickness is 1.1~1.2MM, which is thicker than the sidewall on the market and is more puncture resistant
- Various Sizes: 27.5x2.1-2.4; F/V Presta Valve 48mm; 27.5 means our bike tubes fit 27.5 wheel (pls kindly confirm that your bike tire is suitable before you buy), width between 2.1-2.4 tire. 48mm presta valve suitable for most mtb inner tubes
- Vulcanized Tubes: Each of our inner tubes have passed a strict 100% quality control inspection. And all tubes are round cured to ensure uniform roundness and better reliability. After explosion-proof and inflation tests, our quality control can give you 100% peace of mind
- Design: The exquisite carton contains two inner tubes for easy replacement and storage. There are no other products of inferior quality as gifts, and all the costs are spent on the products you actually buy
- Outstanding Inner Tube & Worry-free Purchase: If you have any questions or dislike our mountain bike inner tube for any reason, please do not hesitate to contact us. BWSHLF will provide you with a full refund or send you a replacement to provide you with the most satisfactory solution

[Report incorrect product information.](#)

Consider this Quantity Discount



\$14.88
Save 8% on 5+ units



Sponsored

\$18.99

One-Day

FREE Returns

FREE delivery **Tomorrow, August 17.** Order within 13 hrs 46 mins

Deliver to Town - Malabar 32950

In Stock

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Sold by Fun-Outdoor and Fulfilled by Amazon.

Return policy: [Eligible for Return, Refund or Replacement within 30 days of receipt](#)

Add a gift receipt for easy returns

Add to List

Have one to sell? [Sell on Amazon](#)



Hyline E-Bike Fat Tire, 20/24/26x4.0 Inch Folding Replacement Electric Tricycle F...
★★★★★ 49
\$49.99 prime

Sponsored

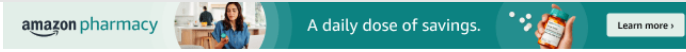
Frequently bought together



Total price: **\$40.67**

Add all three to Cart

These items are shipped from and sold by different sellers. [Show details](#)



Sports & Outdoors > Sports > Cycling > Tires & Tubes > Tubes



Roll over image to zoom in

Goodyear 48mm Presta Valve Bicycle Tube

Visit the Goodyear Store
4.4 6,276 ratings | 54 answered questions
Amazon's Choice for "29 inch bike tube"

Price: \$5.96 One-Day
FREE Returns

May be available at a lower price from other sellers, potentially without free Prime shipping.

Style: 29 X 2.1-2.4

- 26 X 2.1-2.4
- 27.5 X 2.1-2.4
- 29 X 2.1-2.4**

Pattern Name: Tube

- Tube**
- Tube + 30084 Bike Inner Tube

Brand Goodyear
Valve Type Presta
Material other
Wheel Size 29 Inches
Item Diameter 29 Inches

About this item

- For 29-inch wheel
- Fits tire width between 1.75 and 2.125
- Presto valve
- Model Number : 95241

Top reviews for business

Chris

Saved the day

Reviewed in the United States on January 12, 2023

Verified Purchase

Carry as added safety when mountain biking. Saved the day when I couldn't repair a leak in my tubeless set up. Popped the tire off, put the tube in, inflated, and was back in business.

See all

[Report incorrect product information.](#)



Sponsored

\$5.96

One-Day

FREE Returns

FREE delivery **Tomorrow, August 17.** Order within 13 hrs 45 mins

Deliver to Town - Malabar 32950

In Stock

Qty: 2

Buying in bulk?

Add to Cart

Secure transaction

Ships from and sold by Amazon.com.

Return policy: [Eligible for Return, Refund or Replacement within 30 days of receipt](#)

Add a gift receipt for easy returns

Add to List

New (5) from

\$5.96

FREE One-Day

Other Sellers on Amazon

\$5.96

& FREE Shipping

Sold by: Ama Global Partners

Add to Cart

\$5.85

+ \$2.35 shipping

Sold by: Nicky's Cycles

Add to Cart

\$8.46

Prime FREE Delivery

Sold by: HRF Things & Such

Add to Cart

Have one to sell? [Sell on Amazon](#)

Sponsored

Frequently bought together



Total price: \$24.95

Add all three to Cart

This item: Goodyear 48mm Presta Valve Bicycle Tube

\$5.96

Slime Bike Inner Tube with Slime Puncture Sealant, Extra Strong, Self Sealing, Prevent and Repair

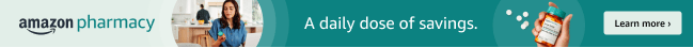
\$14.00

Bell Standard and Self Sealing Bike Tubes

\$4.99

4 stars and above

Sponsored



< Back to results



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Bell Standard and Self Sealing Bike Tubes

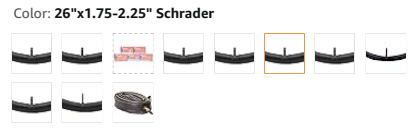
Visit the BELL Store 4.6 44,667 ratings | 265 answered questions Amazon's Choice for "26 inch bike tube"

List Price: ~~\$6.99~~ Details Price: \$4.99 One-Day FREE Returns You Save: \$2.00 (29%)

May be available at a lower price from other sellers, potentially without free Prime shipping.

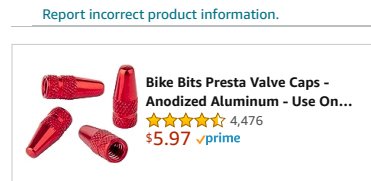
Style: Standard Standard Self Seal

Pattern Name: Tube Tube + 30051 Bike Inner Tube Inner Tube



Brand: BELL Valve Type: Schrader Material: Butyl Rubber Bike Type: multi-use Wheel Size: 26 Inches

- About this item • Mold cured rubber for consistent side wall—prevents high pressure blow outs • High quality, reliably tested inner tube • Tube Weight - 210g • Valve type & length: Schrader; 35mm with cap • Great for Cruiser and Mountain bike tires. Simply remove the tire, then remove the old tube, insert the new one, reset the tire and then inflate



\$4.99 One-Day FREE Returns FREE delivery Tomorrow, August 17. Order within 11 hrs 59 mins Deliver to Town - Malabar 32950 In Stock Qty: 2 Add to Cart Secure transaction Ships from and sold by Amazon.com. Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt Add a gift receipt for easy returns Add to List

New (15) from \$4.99 FREE One-Day

Other Sellers on Amazon \$4.98 + \$2.25 shipping Sold by: Nicky's Cycles Add to Cart \$7.99 Sold by: 100Wholesale100 Add to Cart \$9.04 & FREE Shipping Sold by: Quality Distributing LLC Add to Cart

Have one to sell? Sell on Amazon 673 Sponsored

Frequently bought together



Total price: \$32.34 Add all three to cart

- This item: Bell Standard and Self Sealing Bike Tubes \$4.99
- Pearhead Schwinn Replacement Bike Tire, Multiple Bike Styles, Multiple Size Options \$14.39
- Slime Bike Inner Tube with Slime Puncture Sealant, Extra Strong, Self Sealing, Prevent and Repair \$12.96

4 stars and above Sponsored



Tools & Home Improvement > Electrical > Electrical Boxes, Conduits & Fittings > Electrical Boxes



Roll over image to zoom in

QILIPSU Hinged Cover Stainless Steel Latch 410x310x180mm Junction Box with Mounting Plate, Universal IP67 Project Box Waterproof DIY Electrical Enclosure, ABS Plastic Grey (16.1"x12.2"x7.1")

Visit the QILIPSU Store 4.7 1,056 ratings | 68 answered questions

List Price: ~~\$97.49~~ Business Price **\$65.54** One-Day

FREE Returns You Save: **\$31.65 (32%)**

Buy more, 5 units save more: **\$64.86** Save 33% 100 units **\$57.96** **LOWEST PRICE** Save 40%

May be available at a lower price from other sellers, potentially without free Prime shipping.

Size: 16.1"x12.2"x7.1"

Color: Grey Cover



Material	Acrylonitrile Butadiene Styrene Plastic
Brand	QILIPSU
Color	Grey Cover
Style	Compact
Item Dimensions LxWxH	16.1 x 12.2 x 7.1 inches

About this item

- [SUPERIOR DURABILITY]** - QILIPSU outdoor junction boxes are made of premium ABS material, providing exceptional resistance against impact and ensuring excellent electrical insulation.
- [IP67 RATED WATERPROOF]** - The electrical enclosure boxes feature an IP67 waterproof and weatherproof design, they offer superior protection against water, rain, dust, snow, oil, UV rays, and other environmental elements. This robust design makes it ideal for use in both indoor and outdoor settings, ensuring that your electrical equipment is protected from harsh conditions.
- [EASY INSTALLATION]** - Enjoy hassle-free setup with the included mounting plate, it designed to accommodate a wide range of equipment with ease, saving you valuable time and effort. Furthermore, the four included 304 stainless steel brackets provide versatility and stability for convenient wall mounting.
- [CONVENIENT ACCESS]** - Our project boxes with a simple hinged cover that opens and closes easily, with 304 stainless steel latches that provide a reliable and watertight seal, making it convenient for maintenance and operation.
- [SUITABLE FOR DIY PROJECTS]** - This sturdy plastic electric waterproof box is easily drillable and can be molded to fit your specific needs, making it the perfect choice for your creative DIY projects.
- [DIMENSIONS]** - The EXTERNAL size is 16.1"x12.2"x7.1" (410x310x180mm) for the weatherproof box. The INTERNAL size can be found in the dimension drawing.
- [QILIPSU EXTENDED WARRANTY]** - QILIPSU is a reputable brand that consistently prioritizes the needs and satisfaction of our customers, we offer an excellent extended warranty for easy returns or refunds even they are outside of Amazon's return policy. Please feel free to reach out to us via Amazon message, our after-sale team is dedicated to providing a prompt and satisfactory resolution to all your inquiries.

[About the product](#) | [Compare with similar products](#) | [Reviews and Q&A](#)

[Report incorrect product information.](#)

You deserve top-notch quality and superior service



QILIPSU PC/ABS Alloy Plastic Waterproof Outdoor Junction Box, 13.8"x9.9"x5.9" IP66... **\$52.24** ✓prime \$48.72 with quantity discounts

Sponsored

\$65.54

One-Day

FREE Returns

FREE delivery **Tomorrow, August 17.** Order within **11 hrs 59 mins**

Deliver to Town - Malabar 32950

In Stock.

Quantity: **1**

Buying in bulk?

Add to Cart

Secure transaction

Sold by QILIPSU and Fulfilled by Amazon.

Return policy: **Eligible for Return, Refund or Replacement within 30 days of receipt**

Add a gift receipt for easy returns

Add to List

New & Used (2) from **\$65.54** FREE One-Day

Have one to sell? [Sell on Amazon](#)



You deserve top-notch quality and superior service

QILIPSU Hinged Cover Stainless... **\$52.24** ✓prime \$46.20 with quantity discounts Save 5% with coupon

Sponsored

Frequently bought together



Total price: **\$86.43**

Add both to Cart

This item: QILIPSU Hinged Cover Stainless Steel Latch 410x310x180mm Junction Box...

QILIPSU Pole Mounting Kits, 304 Stainless 290x48mm Brackets with Adjustable 50-200mm Cla...

Guide buyers in your org

Group: Town of Malabar Mark product as preferred View other policies

Industrial & Scientific Lab Test & Measurement Safety Janitorial & Facilities Food Service Education Material Handling Materials Metalworking Electrical FSA Eligible Items Deals



Industrial & Scientific > Material Handling Products > Pulling & Lifting > Cable & Wire Rope



Roll over image to zoom in

Rectoo 1/8" wire cable, 100ft Wire Rope Metal Cable With Loop Sleeve And Steel Thimble, 7x7 marine stainless steel Strand Core Perfect For Deck Railing System, Outdoor hanging kit, garden fence (SR03)

Visit the RECTOO Store
4.8 310 ratings | 7 answered questions
Amazon's Choice for "1/8 wire rope"

List Price: ~~\$29.99~~ Details
Price: **\$24.99** One-Day
FREE Returns
You Save: **\$5.00 (17%)**

- Size: **100FT Kit**
- 100FT Cutter Kit \$30.99
- 100FT Kit **\$24.99**

Style: **steel cable**

Material	Stainless Steel
Color	Silver
Item Form	Coil
Brand	RECTOO
Finish Type	stainless steel, Smooth, Metal

About this item

- [T316 STAINLESS STEEL]** Our wire rope is made of high-strength 316 stainless steel material, enhancing the resistance to wear, rust, and other corrosion and ensures durability and longevity. The stainless wire rope features a smooth surface, high polish, and no burr, safeguarding your hand, avoiding hurting and damage.
- [7x7 Construction]** 7x7 Construction, 7 groups of 7 strands braided together to form the cable, which is softer than the 7x7 structural stainless steel cable. Outweigh most other Metal braided wire rope. this steel cable has a strong enough core to ensure long service life.
- [MULTIPURPOSE WIRE ROPE]** Our wire cable is perfect for indoor and outdoor use. Superior strength allows for multiple uses such as garden, air clothes, guy wires, net suspension, animal leash, tether lines and winches, picture hanging, railing, decking, DIY balustrade, marine boat hardware and more.
- [Size]** Wire rope cable: 1/8 inch in diameter and 100 feet in length. It can be cut to any size according to your needs. Loop Sleeve: 10 pcs Stainless Steel Thimble: 20 pcs
- [Good Service]** Our cable rope has passed the strict quality inspection and provided warranty service. Please feel free to contact us, if you encounter any problems during use. We will reply within 24 hours, and try our best to give you full support.

[About the product](#) | [Reviews and Q&A](#)

[Report incorrect product information.](#)

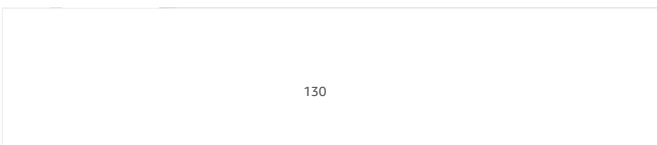
Consider this Quantity Discount

Amazon's Choice



AGTEK Wire Rope 1/8 Inch Stainless Steel Aircraft Cable for Decking Railings, 100 FT, 7x7 Strands Construction (135)

\$18.99
Save 14% on 10+ units



130

Sponsored

\$24.99
One-Day
FREE Returns
FREE delivery **Tomorrow, August 17.** Order within **13 hrs 24 mins**
Deliver to Town - Malabar 32950

In Stock

Qty:
Buying in bulk?

Add to Cart

Secure transaction

Sold by RT tool Direct and Fulfilled by Amazon.

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

Shows what's inside. Item often ships in manufacturer container to reduce packaging. To hide what's inside, choose **Ship in Amazon packaging** at checkout.

Add a gift receipt for easy returns

Add to List

Have one to sell? [Sell on Amazon](#)

103

Sponsored

Frequently bought together



+



+



Total price: **\$67.13**

Add all three to Cart

These items are shipped from and sold by different sellers.

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: 10.a
Meeting Date: August 21st, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Appoint Mark Gunter to the Trails and Greenways Committee (Resolution 07-2023)

BACKGROUND/HISTORY:

On August 14th Mark Gunter, a Malabar resident, submitted an application to Town Staff to fill the vacant Alternate Member position on the Trails and Greenways Committee. Mr. Gunter has submitted all of the required paperwork and meets the minimum requirements for Committee Membership.

ATTACHMENTS:

- Resolution 07-2023
- Mr. Gunter's Application Packet

ACTION:

- Motion to approve Resolution 07-2023.

FINANCIAL IMPACT:

- None.

RESOLUTION 07-2023

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

WHEREAS, Malabar Town Council has been notified of an applicant for the opening on the Trails and Greenways Committee; and

WHEREAS, Malabar Town Council desires to fill this opening by appointment.

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

Section 1. The Town Council of Malabar, Brevard County, Florida, hereby approves the appointment of Mark Gunter as an alternate member of the Trails and Greenways Committee for a three-year term.

Section 2. The Town Council of Malabar, Brevard County, Florida, hereby authorizes and directs the Town Clerk to notify the member, the Committee Chair and the Committee Secretary of this appointment.

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

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

This Resolution was moved for adoption by Council Member _____

and a second by Council Member _____ and the vote was as follows:

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

This Resolution was then declared to be duly passed and adopted this 21st day of August 2023.

TOWN OF MALABAR

(seal)

By: _____

Mayor Patrick T. Reilly, Council Chair

ATTEST:

Richard W. Kohler
Town Clerk

Approved as to form and content:

Karl W. Bohne, Jr., Town Attorney

AUG 14 2023

RECEIVED

Trails & Greenways (T&G) Committee Application

The T&G Committee is hereby established and shall consist of five (5) seats and two (2) alternate-seats. The Committee is established to deal with the specific subject of trails and greenways within Malabar and how they connect to the South Brevard Linear Trail system. The Committee shall gather information and present it to the Park and Recreation Board for referral to the Town Council. The Committee is advisory in nature but consults with trail groups from other agencies on trail related issues and forwards their recommendations to the Parks and Recreation Board for their consideration and recommendation to Council.

- 1. Name: MARK GUNTER Phone: 505 570 1242
 - 2. Home Address: 1240 PEMBERTON TRL MALABAR 32950
 - 3. Email Address: mmg00d4919@YAHOO.COM
 - 4. Are you a resident of the Town: Yes [] No []
 - 5. How long have you been a resident of the Town of Malabar: 2 YRS
 - 6. Are you currently involved with any other organization of the Town: Yes [] No []
- If yes, which organization: _____

Town of Malabar 2725 Malabar Road Malabar, Florida 32950
 Phone: 321-727-7763 ~ Fax 321-722-2234 ~ Email: townclerk@townofmalabar.org
 Website: www.townofmalabar.org

TOWN OF MALABAR

TOWN OF MALABAR
AUG 14 2023
RECEIVED

APPLICATION FOR APPOINTMENT TO BOARD/COMMITTEE

NOTE: Florida's Public Records Law, Chapter 119, Florida Statutes states, "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning, zoning or natural resources responsibilities are required to file a financial disclosure form within 30 days after appointment and annually thereafter for the duration of the appointment as required by F.S. Chap. 112.

NAME: MARK CUNTER TELEPHONE: 505 570 1242
ADDRESS: 1240 PEMBERTON TRL MALABAR TRL 32950
EMAIL: mmgood4919@YAHOO.COM

RESIDENT OF TOWN FOR 12 MONTHS OR LONGER: [] YES [] NO

OCCUPATION: (If retired, please indicate former occupation or profession.)
PRINCIPLE R & D SEMICONDUCTOR TECHNOLOGIST

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

ADDITIONAL INFORMATION/REFERENCES:

Please select the Board that you would like to serve on by indicating first choice & second choice:

- Board of Adjustment Planning & Zoning
- Parks & Recreation Trails & Greenways

Per Town Code, Council shall require removal of members after 3 successive absences.

Mark Cunter
Signature of Applicant

8/13/23
Date

Please return this form to: Town Clerk
Town of Malabar
2725 Malabar Road
Malabar, FL 32950-4427
Email: townclerk@townofmalabar.org

Note: If you need more information concerning the duties of these Boards, please contact the Town Clerk. Please attach a copy of your resume to this application. You will be notified of the date of the Town Council Meeting that your application will be considered for appointment. You will need to plan to attend the Council Meeting.

TOWN OF MALABAR
AUG 14 2023
RECEIVED

Applicant Certification

By completing this application with the Town of Malabar and placing my signature below, I do hereby acknowledge the following:

- This application, when completed and filed with the Office of the Town Clerk, is a PUBLIC RECORD UNDER Chapter 119, Florida Statute, and is open to public inspection.
- I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the Town Clerk.
- I acknowledge that I am a resident of the Town of Malabar.
- I consent to filing the Statement of Financial Interest as required by Chapter 112, Florida Statutes.
- If appointed to a Committee or Board, I acknowledge that it is my obligation and duty to comply with the following:
 - Malabar Code of Conduct
 - Code of Ethics for Public Officials (F.S., Chapter 112, Part III)
 - Florida Sunshine Law (F.S., Chapter 286)

I understand the responsibilities associated with being a Committee or Board member and I will have adequate time to serve on this Committee or Board.

The information provided on this form is true and correct and consent is hereby given to the Town Council or its designated representative to verify any and/or all the information provided.

Mark Hunter
Signature

8/13/23
Date



TOWN OF MALABAR

2725 MALABAR ROAD • MALABAR, FLORIDA 32950
(321) 727-7764 OFFICE • (321) 722-2234 FAX
www.townofmalabar.com

TOWN OF MALABAR
AUG 14 2023
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Town of Malabar Board Member Code of Conduct

(Malabar Code Chap 2. – Code of Conduct) In addition to adhering to the requirements of State Law, any person appointed to serve as a Member of a Town Board or Committee shall commit to the following Code of Conduct by written affirmation, which shall remain on file with the Town Clerk, as follows:

I affirm that the proper Statutory and Town Charter role of Members of appointed Town Boards and Committees, as with any Member of an appointed government body, is to act collectively, not individually, to apply the Town's governing policies, and that the Town Administrator and Staff administer such policies.

I understand that an appointed Board or Committee Member does not manage the affairs of the Town. I will not intrude into daily operations or spheres of responsibility designated by Florida Statutes, Town Code, and Town Charter to the Town Administrator as the Chief Executive Officer; or undermine the Town Administrator's lawful authority. Further, I understand that the Town Administrator is responsible for administering the policy direction established by a majority vote of the Town Council and not the individual wishes of Board or Committee Members.

I will represent the interests of the entire Town when making decisions and will rely upon available facts and my independent judgment. In my capacity as an appointed Board or Committee Member, I will avoid conflicts of interest and avoid using my official position for personal, professional, or partisan gain.

I will demonstrate dignity, respect, and courtesy toward those whom I am in contact with in my capacity as an appointed Board or Committee Member. I will refrain from intimidation and ridicule of fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of the Town, and those conducting business with the Town.

In my capacity as an appointed Board or Committee Member, I will refrain from inappropriate language including statements that are malicious, threatening, slanderous, disparaging, mean-spirited, vulgar or abusive. All disagreements, concerns or criticisms shall be framed in language that is in keeping with the dignity and professionalism of an appointed official and the honor of my respective Town Board or Committee.

I will focus on solving problems. I will maintain appropriate decorum and professional demeanor in the conduct of Town business and work cooperatively and conscientiously with others as I request or receive information, examine data or weigh alternatives in the decision-making process.

I will demonstrate patience and refrain from demanding, interruptive access to Staff or immediate responses or services when requesting information that requires significant Staff time in research, preparation or analysis or that will result in Staff neglect of urgent duties. Such requests will be made through the Town Administrator for scheduling and prioritizing through consensus of my respective Town Board or Committee.

I will devote adequate time for preparation prior to my respective Town Board or Committee meetings and as much as possible, I will be in attendance at such meetings and all other scheduled events where my participation is required.

I will respect diversity and encourage the open expression of divergent ideas and opinions from fellow Board or Committee Members, Town Council Members, Town Administrator, Town Attorney, Staff, citizens of Malabar. I will listen actively and objectively to others' concerns or constructive criticisms.

I will refrain from any individual action that could compromise lawfully authorized decisions of the Town or the integrity of the Town and my fellow Board or Committee Members. I will delineate clearly for any audience whether I am acting or speaking as an individual citizen or in my capacity as a Town Board or Committee Member.

I will maintain the confidentiality of privileged information and will abide by all laws of the State applicable to my conduct as a Board or Committee Member, including but not limited to the Government in the Sunshine Law, the Florida Code of Ethics for Public Officers, and Town Rules of Procedure and Codes of Conduct.

I will promote constructive relations in a positive climate with all Members of the Town Council, Town employees, Town Attorney, and Town contractors and consultants consistent with my role as a Board or Committee Member, as a means to enhance the productivity and morale of the Town. I will support the Town Administrator's decision to employ the most qualified persons for Staff positions. I will recognize the bona fide achievements of the Town Council, Town Administrator, Staff, Town Attorney, Town contractors and consultants, business partners, and others sharing in, and striving to achieve, the Town's mission.

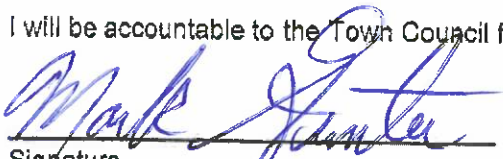
I will enhance my knowledge and ability to contribute value to the Town as a Board or Committee Member by keeping abreast of issues and trends that could affect the Town through reading, continuing education and training. I will study policies and issues affecting the Town, and will attend training programs if required by the Town. My continuing goal will be to improve my performance as a Board or Committee Member.

I will value and assist my fellow Board or Committee Members by exchanging ideas, concerns, and knowledge through lawful means of communication. I will help build positive community support for the Town's mission and the policies established by the Town Council.

I will support and advocate for my beliefs, but will remain open to understanding the views of others. I recognize that I share in the responsibility for all Town decisions that my respective Board makes and will accept the will of the majority.

As a Board or Committee Member, I will always hold the best interests of the citizens of the Town and the public health, safety and welfare of the community in the highest regard. I will seek to provide appropriate leadership that nurtures and motivates Town citizens to be stakeholders in the affairs and achievements of the Town.

I will be accountable to the Town Council for violations of this Code of Conduct.


Signature

8/13/23
Date

MARK GUNTER
Print Name


Witness

TOWN OF MALABAR

REGULAR TOWN COUNCIL MEETING

AGENDA ITEM NO: **10.b**

Meeting Date: August 21st, 2023

Prepared By: Richard W. Kohler, Town Clerk

SUBJECT: Council Qualifies Council Candidates

BACKGROUND/HISTORY:

Per the Charter, the Town Clerk is the Elections Officer for Malabar and handles the qualifying requirements of Malabar, Brevard County and the State of Florida. Once those requirements have been met, the Council formally "Qualifies" the candidates for Malabar elected offices after the close of the qualifying period.

In November 2016, Malabar Electors voted to approve Single District Voting, meaning not only do the Candidates live within the Five (5) Districts that make up Malabar, but only those electors living within those Districts may vote for their Candidate. Prior to 2017 there was at-large voting for both the Mayor and each District Seat.

Council District Seats 4 and 5 were open during this two-week 2023 Qualifying period of 8/01/23 8/15/2023.

The Candidates for District 4 and District 5 submitted qualifying paperwork required by the State Election Laws and the Town of Malabar and consisted of:

- Minimum Residency was stated
- Oath of Candidate - willingness to serve
- Statement of Candidate - receipt and understanding of the Election Laws of Florida (F.S. 106)
- Form 1 - Financial Disclosure
- DS-DE-9 naming their Campaign Treasury and Treasurer
- Petitions with a minimum of 15 registered voters from within the Candidate's District.
- DS-DE 84, Statement of Candidate
- DS-DE 302NP, Candidate Oath Nonpartisan Office

Candidate for District 4: incumbent David Scardino is unopposed and will be sworn in on 11/09/23.

Candidate for District 5: incumbent Mary Hofmeister is unopposed and will be sworn in on 11/09/23.

Malabar Code, Chapter 7 states there shall be meeting held within three days of the Election for the Malabar Council to "certify" the Election results (unofficial) and swear in the new members. This meeting date is set for **Thursday, November 9, 2023**.

ATTACHMENTS:

Candidate Oaths
Charter Section 2.06

ACTION OPTIONS:

Town Clerk Requests Council to "qualify" the candidates.

AUG 07 2023

RECEIVED



2725 Malabar Road
Malabar, FL 32950

Tel: 321-727-7764
Fax: 321-727-7779

Sworn Statement 2023

Before me, an officer authorized to administer oaths, personally appeared David Scardino to me well known OR produced identification N/A, who being sworn that he/she is a qualified elector of the Town of Malabar, Brevard County, Florida, and that he/she is qualified under the Town Charter of the Town of Malabar, Florida, and the Florida Statutes to hold the office of COUNCIL MEMBER District 4, 5 of the Town of Malabar, Florida, for which he/she desires to be elected/appointed. Said qualifications are as follows, to wit:

- He/She is eighteen (18) years of age or older.
- He/She is not presently adjudicated mentally incompetent under the laws of any state.
- He/She has never been convicted of a felony without having his/her civil rights restored.
- He/She has registered to vote in Brevard County, Florida.
- He/She is now and has been for at least six (6) months consecutively and immediately prior to this date, a resident of the Town of Malabar, Brevard County, Florida within the District the candidate is running.
- He/She is willing to serve if elected/appointed.

[Signature]
Signature of Candidate

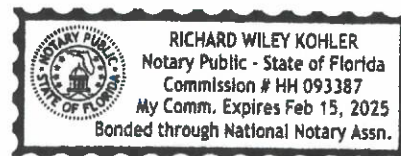
3105 Lett Ln
Address

Occupation: Contractor

Sworn to and subscribed before me this 07 day of August, 2020.

[Signature]
(Signature of Notary Public - State of Florida)

Commission # HH093387
(Print, Type, or Stamp Commissioned name of Notary Public)



Personally Known OR Produced Identification ___:

Type of Identification Produced : N/A



2725 Malabar Road
Malabar, FL 32950

Tel: 321-727-7764
Fax: 321-727-7779

Sworn Statement 2023

Before me, an officer authorized to administer oaths, personally appeared Mary Hofmeister to me well known OR produced identification N/A, who being sworn that he/she is a qualified elector of the Town of Malabar, Brevard County, Florida, and that he/she is qualified under the Town Charter of the Town of Malabar, Florida, and the Florida Statutes to hold the office of COUNCIL MEMBER District 4 5 of the Town of Malabar, Florida, for which he/she desires to be elected/appointed. Said qualifications are as follows, to wit:

- He/She is eighteen (18) years of age or older.
- He/She is not presently adjudicated mentally incompetent under the laws of any state.
- He/She has never been convicted of a felony without having his/her civil rights restored.
- He/She has registered to vote in Brevard County, Florida.
- He/She is now and has been for at least six (6) months consecutively and immediately prior to this date, a resident of the Town of Malabar, Brevard County, Florida within the District the candidate is running.
- He/She is willing to serve if elected/appointed.

Mary Hofmeister
Signature of Candidate

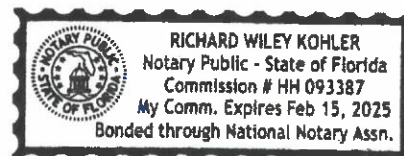
2340 Corey Rd
Address

Occupation: Council Member

Sworn to and subscribed before me this 15th day of August, 2020.

Richard W. Kohler
(Signature of Notary Public - State of Florida)

Richard W. Kohler
(Print, Type, or Stamp Commissioned name of Notary Public)



Personally Known OR Produced Identification ___:

Type of Identification Produced : N/A

Sec. 2.06. - Judge of Qualifications.

The Council shall be the judge of the qualifications in this Charter of the candidates for election to the Council and for the office of Mayor and for that purpose shall have the power to subpoena witnesses and require the production of evidence. The decision of the Council shall be subject to review by the courts. Review by the council of each candidate's qualifications shall be conducted at a council meeting after the candidate's qualifying papers are filed.

(Ord. No. 95-3, § 1, 7-17-95)

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 10.c.
Meeting Date: August 21, 2023

Prepared By: Matthew Stinnett, Town Manager

SUBJECT: Engagement letters for Florida Municipal Loan Council Financing Program (FMLC) and Public Resources Advisory Group, Inc. (PRAG)

BACKGROUND/HISTORY:

During the budget workshop Town Council discussed pursuing a \$3.5M loan to proceed with resurfacing the roads identified in the surficial roadway analysis and draft 5-year capital plan.

The Florida League of Cities (FLC) Florida Municipal Loan Council (FMLC) Competitive Capital Access Program is designed to assist smaller cities and towns that do not regularly access capital markets. They specifically provide legal advice, administrative assistance with the Request for Proposal (RFP) process, and post financing administration.

Public Resources Advisory Group, Inc. (PRAG) is an independent registered municipal advisor that will work in conjunction with the FMLC to analyze the Town's financial status, provide financial advice, and help negotiate favorable loan terms.

The expected closing time on the loan is approximately two months and the costs for their services are due up front. Generally, loans can include reimbursement from the loan proceeds for these administrative costs as well as reimbursement for other resurfacing projects completed within the previous 60 days.

FINANCIAL IMPACT:

FMLC minimum fee: \$5,000

PRAG minimum fee: \$12,500

Reasonable travel costs not to exceed \$250 without prior Town approval.

ATTACHMENTS:

FMLC Engagement Letter

PRAG Engagement Letter

ACTION OPTIONS:

Motion to authorize the Town Manager to execute the engagement letters and proceed with securing financing for road resurfacing projects.



August 2, 2023

Matthew R. Stinnett, MPA
Town Manager
Town of Malabar
2725 Malabar Road
Malabar, FL 32950

Re: Florida Municipal Loan Council Financing Programs

Dear Mr. Stinnett,

We understand that the Town of Malabar (the "Town") is interested in working with the Florida Municipal Loan Council ("FMLC") and utilizing one of its financing programs. The purpose of this letter is to document the Town's intent to move forward with using the FMLC's financing programs to finance various road resurfacing and other capital improvements as well as to outline the services provided by the FMLC.

The FMLC offers two financing programs:

- Competitive Capital Access Program (Bank Loan RFP Program)
- Fixed-Rate Bond Program (Bond Issue Program)

The services provided by the FMLC under both programs are described in Exhibit A. The Florida League of Cities serves as Administrator for the FMLC.

The FMLC's compensation will be based on the Compensation Schedule attached below as Exhibit B. All compensation is due upon closing. No fees are due if the financing does not close.

The FMLC does not serve as a financial advisor or as a municipal advisor in connection with the issuance of financing. Please note nothing in this letter is an expressed nor an implied commitment by the FMLC to provide financing.

We look forward to working with the Town on this financing.

Sincerely,

FLORIDA LEAGUE OF CITIES, as Administrator for the FMLC

Paul Shamoun, Director of Financial Services

Accepted:

Town of Malabar, Florida

Signature: _____

Printed Name: _____

Title: _____

Exhibit A

Description of Services

Competitive Capital Access Program (Bank Loan RFP Program):

Services through closing –

- Team of professionals (Bond Counsel, Financial Advisor)
- Coordination of RFP process and professionals
- Pre-reviewed form set of bond documents
- Assist in the closing of the financing

FMLC Fixed-Rate Bond Program:

Services through closing –

- Team of bond professionals (Bond Counsel, Financial Advisor, Underwriter, Disclosure Counsel, Trustee)
- Coordination of professionals and issuance process
- Access to bond insurance*
- Access to an existing surety bond to fund reserve requirements*
- Assist in the closing of the financing

*Subject to a credit review by bond insurer

Ongoing Administrative Services –

- Florida League of Cities serves as Administrator over the life of the loan
- Arbitrage Rebate Calculations
- Continuing Disclosure Services
- Monthly Account Statements and Reconciliation
- Investment of Bond Proceeds
- Audit Confirmations
- Oversight by FMLC Board of Directors

Exhibit B

Compensation Schedule

Competitive Capital Access Program (Bank Loan RFP Program):

An upfront fee to be collected through the cost of issuance for each borrower at the rate of 10/100 of 1% (.001) with a minimum fee of \$5,000 and a maximum fee of \$15,000 per loan.

FMLC Fixed-Rate Bond Program (Bond Issue Program):

For administrative services rendered through closing, an upfront fee to be collected through the costs of issuance for each borrower at the rate of 5/100 of 1% (.0005) with a minimum fee of \$10,000 per bond issue.

For ongoing administrative services, the fee shall be computed annually for each borrower at the rate of 10/100 of 1% (.001) of the principal balance outstanding, with a minimum annual fee of \$1,500 and a maximum annual fee of \$10,000.

August 2, 2023

Matthew R. Stinnett, MPA
Town Manager
Town of Malabar
2725 Malabar Road
Malabar, FL 32950

Re: Municipal Advisory Services

Dear Mr. Stinnett:

The purpose of this engagement letter (the "Agreement") is to document the relationship between Public Resources Advisory Group, Inc. ("PRAG") and the Town of Malabar, FL (the "Town"). The Town desires to utilize the services of PRAG as an independent registered municipal advisor to assist the Town in issuing debt which will finance various road resurfacing and other capital improvements in the Town (the "Project"). It is also our understanding that the Town intends to use the Florida Municipal Loan Council ("FMLC") Bank Loan Program. PRAG does serve as an independent registered municipal advisor to the Florida League of Cities ("FLC") and the FMLC. At this time we are not aware of any divergence of interest between the Town and the FLC or FMLC.

Scope of Services

It is expected that the Project will be financed with a Bank Loan. PRAG's services to the Town will include the following:

- a. Review the Town's existing debt and documentation thereto as applicable;
- b. Provide the Town with debt structuring and debt service analysis as requested;
- c. Develop a financing timetable;
- d. Assist in the development of a request for proposals to be distributed to commercial banks;
- e. Summarize bank proposals indicating key terms of each;
- f. Negotiate final terms and pricing of the debt;
- g. Assist in the development and preparation of loan documents; and,
- h. Perform functions to facilitate the closing of the debt.

Compensation

PRAG's compensation will be based on the Compensation Schedule attached hereto as Attachment I. Expenses shall include, but are not limited to, reasonable and necessary travel-related expenses (reimbursed pursuant to Section 112.061, Florida Statutes). In no event will expenses exceed \$250 without the approval of the Town.

Term

We understand that our engagement will end upon the settlement of the transaction anticipated by this Agreement.



Contacts

The PRAG contacts that will work with the Town on this engagement include:

Mickey Johnston, Senior Managing Director, 727-822-3339, mjohnston@pragadvisors.com
Wendell Gaertner, Senior Managing Director, 727-822-3339, wgaertner@pragadvisors.com

Other Matters

PRAG is not providing any legal or accounting advice or counsel under this engagement. Without limiting the foregoing, PRAG is not providing any interpretation of any laws or regulations that may be applicable to the Town or that are otherwise related to the work hereunder.

Required Disclosures

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. MSRB Rule 10 requires municipal advisors to provide certain written information to their clients. Accordingly, PRAG has provided Attachment II attached hereto which includes the required disclosures.

We look forward to working with you on this project.

Sincerely,

PUBLIC RESOURCES ADVISORY GROUP

A handwritten signature in blue ink that reads "Wendell G. Gaertner".

Wendell G. Gaertner
Senior Managing Director

Accepted by:

Town of Malabar, Florida
Matthew R. Stinnett, Town Manager

Date: _____



ATTACHMENT I

COMPENSATION SCHEDULE

PRAG Transaction Fees for Single Borrower Bank Loan Transactions through the FMLC	
Up to \$30 million	\$0.60 per \$1,000
Above \$30 million	\$0.25 per \$1,000
Minimum	\$12,500
Maximum	\$20,000



ATTACHMENT II
REQUIRED DISCLOSURES

Required Disclosure Pursuant to MSRB Rule G-42

The Town of Malabar (the “Town”) is in the process of retaining Public Resources Advisory Group (“PRAG”) as an independent registered municipal advisor to assist with the scope of services pursuant to the letter agreement dated August 2, 2023 (the “Agreement”) and attached hereto. These activities qualify as municipal advisory activities pursuant to Section 15B of the Securities Exchange Act of 1934. As a registered municipal advisor, PRAG is required to have written documentation of its agreement with you and must provide certain information to you. This letter will serve as the written documentation required under MSRB Rule G-42 of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship as of the date this letter is signed by PRAG.

1. Scope of Services

(a) Services to be provided: The scope of services with respect to PRAG’s engagement with the Town (the “Scope of Services”) are as described in the Agreement.

2. Term. We understand that our engagement will end upon the settlement of the transaction outlined in the Agreement, but no later than December 31, 2023. In addition, we understand that our engagement may be terminated with or without cause by either party. In case of any termination, we believe that the terminating party should endeavor to provide reasonable notice of such termination to the other party so as to permit an orderly transition.

3. Municipal Advisor’s Regulatory Duties When Servicing the Town. MSRB Rule G-42 requires that PRAG make a reasonable inquiry as to the facts that are relevant to the Town’s determination whether to proceed with a course of action or that form the basis for the advice provided by PRAG to the Town with respect to municipal financial products or the issuance of municipal securities, including with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, based on all the facts and circumstances. The rule also requires that PRAG undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. PRAG is also required under the rule to use reasonable diligence to know the essential facts about the Town and the authority of each person acting on the Town’s behalf.

Accordingly, PRAG will seek the Town’s assistance and cooperation, and the assistance and cooperation of the Town’s agents, with the carrying of these regulatory duties, including providing PRAG with accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, if the Town provides direction to PRAG to review a recommendation made by a third party, PRAG requests that the Town provide any information it has received from such third party relating to its recommendation.

4. Compensation. The form and basis of compensation for PRAG’s services as municipal advisor are as provided in this Agreement.

5. Disclosures of Conflicts of Interest. MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. Accordingly, PRAG makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how PRAG addresses or intends to manage or mitigate each conflict.

With respect to all of the conflicts disclosed below, PRAG mitigates such conflicts through its adherence to its fiduciary duty to the Town, which includes a duty of loyalty to the Town in performing all municipal advisory activities for the Town. This duty of loyalty obligates PRAG to deal honestly and with the utmost good faith with the Town and to act in the Town’s best interests without regard to PRAG’s financial or other interests.

(a) Compensation-Based Conflicts: The fees due under this Agreement will be contingent upon the successful closing of a transaction and is based on the size or nature of the transaction. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive for PRAG to recommend unnecessary financings or financings that are disadvantageous to the Town or to advise the Town to increase the size of the issue.

(b) Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Town. For example, PRAG serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Town under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests. PRAG currently serves as an independent registered municipal advisor to the Florida League of Cities (“FLC”) and the FMLC. At this time we are not aware of any divergence of interest between the Town and the FLC or FMLC and, as such, we have no conflicts in connection with providing services to the Town.

6. Disclosures of Information Regarding Legal Events and Disciplinary History. MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal events or disciplinary history material to its client’s evaluation of the municipal advisor or



the integrity of the municipal advisor's management or advisory personnel. Accordingly, PRAG sets out below required disclosures and related information in connection with such disclosures.

There are no legal events or disciplinary history that are material to the Town's evaluation of PRAG or the integrity of PRAG's management or advisory personnel disclosed, or that should be disclosed, on any Form MA and Form MA-I filed with the SEC. The Town may electronically access PRAG's most recent Form MA and each of our most recent Form MA-I filed with the SEC at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

PRAG has not made any material, legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

7. Future Supplemental Disclosures. As required by MSRB Rule G-42, this letter may be supplemented or amended, from time to time as necessary, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of PRAG. PRAG will provide the Town with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Required Disclosure Pursuant to MSRB Rule G-10

Public Resources Advisory Group, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB").

As a Municipal Advisor, we are required to provide the following written information to our municipal entity and obligated person clients in accordance with MSRB Rule G-10:

The MSRB website at www.msrb.org, includes the Municipal Advisory client brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint with an appropriate regulatory authority.

TOWN OF MALABAR

COUNCIL MEETING

AGENDA ITEM NO: 10.d.
Meeting Date: August 21, 2023

Prepared By: Matthew Stinnett, Town Manager

SUBJECT: Federally Funded Subaward and Grant Agreement (FDEM)

BACKGROUND/HISTORY:

The funding from FEMA for Public Assistance Grants flows through the Florida Department of Emergency Management (FDEM). This is a required agreement between the Town and FDEM to facilitate that process. Establishing the roles and responsibilities of each party, as well as designating authorized agents and contact information.

FINANCIAL IMPACT:

None

ATTACHMENTS:

FDEM Federally Funded Subaward and Grant Agreement Z3691

ACTION OPTIONS:

Motion to approve and execute the agreement and designate the Town Manager as the authorized agent.

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4680 - Hurricane Nicole

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Malabar, Town Of

Subrecipient's unique entity identifier: _____

Federal Award Date: Dec 17, 2022

Subaward Period of Performance Start and End Date (Cat A-B): Nov 7, 2022 - June 13, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Nov 7, 2022 - June 13, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient
by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient
by the pass-through entity: _____

Federal award project description (see Federal Funding
Accountability and Transparency Act (FFATA): Grant for communities to respond to and
recover from major disasters or
emergencies and for limited mitigation
measures.

Name of Federal awarding agency: Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity: Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance (Presidentially
Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Malabar, Town Of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
Address: _____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4680 - Hurricane Nicole. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Malabar, Town Of

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Name and Title
2725 Malabar Road
Street Address
Malabar, FL, 32950
City, State, Zip

Date

Malabar, Town Of

Subrecipient's Name
Z3691

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Malabar, Town Of

Box 1: Authorized Agent (Full Access)	Box 2: Primary Contact (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Contact (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Malabar, Town Of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: Month:	Day:
Subrecipient's Federal Employer's Identification Number (EIN)	59-1032996
Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management	
Subrecipient's FIPS Number (If Known)	009-42625-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date