

AGENDA GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING September 9, 2020

I. **MEETING OPENED** Pledge of Allegiance and Invocation A. B. Line of Duty Deaths Reading and Moment of Silence 1 - 4 C. Consent Agenda All matters listed under this item are considered routine and action will be taken by one motion without separate discussion of each item; if discussion is desired by a member of the Board, that item(s) will be removed from the Consent Agenda and considered separately. 1. Treasurer Report - Director Bishop 5 - 19 D. Approval, Additions and Deletions to the Agenda 20 - 22E. Approval of the GNFD Minutes August 4, 2020 23 - 24 F. Approval of the First Budget Workshop August 4, 2020 G. Fire Chief's District Report - Chief Schuldt 25 - 48 H. Chapter 175 FFs' Pension Plan – Chairman Tim Sims I. Local 2396 Report – President Joey Brown II. **OLD BUSINESS** AIW – Shallow Water Boat / Bid Award – Division Chief Morris A. 49 - 53 Β. FDOT Mile Marker 63 Update – Chief Schuldt C. AIW – Fire District Future Growth Needs– Assistant Chief Martin 54 - 58 D. AIW - Collier County CARES Grant Update - Director Bishop 59 - 62 III. **NEW BUSINESS** AIW – LLW Engagement for 175 Pension Matters – Director Bishop 63 - 73 A. Β. AIW – Ochopee Merger Engagement Letter– Director Bishop 74 - 78 C. AIW – The White Rose of Naples, Inc. Agreement – Asst. Chief Hanson 79 - 91 D. AIW – Naples Wedding Barn Inc. Agreement – Assistant Chief Hanson 92 - 104 E. AIW - New Fire Apparatus - Assistant Chief Martin 105 - 106 F. Public Comment on items not listed on Agenda G. Comments by Commissioners

ADJOURNMENT

Executive Session at close of today's meeting.

Final Public Budget Hearing Monday, September 21st @ 5:05pm



The United States Fire Administration has received notice of the following 14 firefighter fatalities in the month of August.

On August 2, 46-year old Sergeant Steven Splan of the Bloomfield Hills Department of Public Safety, MI passed away in the line of duty.

On August 2, 2020, Sergeant Steven Splan was on fire duty and, at approximately 1200hrs, helped to remove a tree blocking a roadway. Sergeant Splan, later in the evening during patrol, went on a meal break to the public safety building, where he was found unresponsive in the department kitchen. CPR was immediately performed and he was taken to the local hospital where he was pronounced deceased from an apparent heart attack late in the evening on August 2, 2020.

On August 3, 50-year old Firefighter/Paramedic Gerardo "Jerry" Pacheco of the Houston Fire Department, TX passed away in the line of duty.

On August 3, 2020, Firefighter/Paramedic Gerardo "Jerry" Pacheco was battling COVID-19 when he passed away. Firefighter/Paramedic Pacheco contracted the virus from exposure to COVID-19 in the workplace.

On August 4, 29-year old Firefighter Alec Tannenbaum, of the Vails Gate Fire Department, NY passed away in the line of duty.

Firefighter Alec Tannenbaum completed an on-duty shift Tuesday with the West Point Fire Department before responding to numerous storm-related alarms as a member of the Vails Gate Fire Department. Firefighter Tannenbaum was found unresponsive in his home late Tuesday, August 4, 2020. He was immediately transported to St. Luke's Cornwall Hospital, where he was pronounced deceased from an apparent heart attack.

On August 4, 55-year old Firefighter Anthony Craig "Tony" Christensen, of the City of Naples Fire Rescue Department, FL passed away in the line of duty.

Firefighters from the City of Naples Fire-Rescue responded to a medical emergency at a nursing home. The patient was exhibiting symptoms of COVID-19 and results were received the next day that showed the patient was positive for the virus. Firefighter Anthony Craig "Tony" Christensen did not respond to this call. However, he was in direct contact with fellow firefighters who had been exposed to the virus from the nursing home. He subsequently contracted COVID-19 and passed away on Tuesday, August 4, 2020.



On August 8, 49-year old Equipment Operator Eric Hayashi of the Hawaii Fire Department, HI passed away in the line of duty.

On Saturday, August 8, 2020, Fire Equipment Operator Eric Hayashi responded to an EMS call at a residence. While at the scene, Fire Equipment Operator Hayashi experienced a medical emergency. He was immediately taken to the Hilo Medical Center where he passed away a short time later from an apparent heart attack.

On August 11, 61-year old Fire Engineer Peter Hein of the Big Pine Volunteer Fire Department, CA passed away in the line of duty.

On August 11, 2020, Fire Engineer Peter Hein was working with the U.S. Forest Service at the Stagecoach Wildfire in Kern County. He suffered a medical emergency and was immediately transported to the hospital where he passed away from an apparent heart attack.

On July 25, 44-year old Firefighter III/Paramedic Jose M. Perez of the Los Angeles County Fire Department, CA passed away in the line of duty.

Firefighter III/Paramedic Jose M. Perez contracted COVID-19 as a result of numerous exposures from positive COVID-19 patients during the course of his official duty for the Los Angeles City Fire Department. He subsequently passed away on July 25, 2020, from the virus.

On August 18, 45-year old Captain Bryant Anderson of the Converse, TX Fire Department passed away in the line of duty.

Captain Bryant Anderson, during his official tour of duty, came in contact with persons treating patients who were COVID-19 positive and exhibiting COVID-19 symptoms. Captain Anderson remained at home for several days attempting to recover, but his condition worsened until he was transported by ambulance to a local hospital. He was treated in the Intensive Care Unit for several weeks, until being placed on a ventilator. Captain Anderson passed away from complications related to the virus on August 18, 2020.



On August 23, 48-year old Captain Joseph Liedel of the Monroe Charter Township Fire Department, Michigan passed away in the line of duty.

On Friday, July 31, 2020, Captain Joseph Liedel, while in the process of responding to a medical call, left his residence to get into his vehicle when he collapsed next to it. He was immediately rushed to the Monroe Promedica Regional Hospital and then flown to Toledo Promedica Hospital for further care. Captain Liedel passed away on Sunday, August 23, 2020, from a CVA.

On August 25, 56-year old Firefighter Brian Stephen Smith of the St. George, Volunteer Fire Department, FL passed away in the line of duty.

On Tuesday, August 25, 2020, Firefighter/First Responder Brian Stephen Smith and other fire department personnel, responded to a call of a water rescue on the beach. Firefighter/First Responder Smith went into the water to rescue a man and a juvenile and got swept up by the current. He was rescued from the water and immediately taken to the Weems Memorial Hospital where he was pronounced deceased.

On August 23, 67-year old Firefighter David Closs, Sr. of the Avis Fire Company #1, PA passed away in the line of duty.

On August 17, 2020, Firefighter David Closs and other firefighters from the Avis Fire Company #1, responded to a residential structure fire. Firefighter Closs was working scene safety a short distance away from the actual structure fire when he suffered a medical emergency and was immediately taken to the local hospital. He passed away on August 23, 2020 from an apparent heart attack.

On August 31, 54-year old Interim Captain Steven W. Tower of the Goffstown Fire Department, NH passed away in the line of duty.

On Monday, August 31, 2020, during a mandated physical fitness ability test at the New Hampshire Fire Academy in Concord, New Hampshire, Interim Captain Steven W. Tower became ill and collapsed. Aid was rendered to him and he was immediately transported to the local hospital where he passed away a short time later. The cause of his death is under investigation. Interim Captain Steven W. Tower retired four years ago from the Goffstown Fire Department after 30 years of service. The town had asked him to come back as the Interim Fire Chief. When Fire Chief Brian H. Allard was hired, he asked Interim Captain Tower to remain



with the department and help with logistics. At the time of Interim Captain Tower's passing, he was taking a mandated physical fitness ability test in order to become a full-time Captain again with the department. During his time as Interim Captain, he responded to fire incidents and was assigned exterior firefighting duties.

On August 24, 40-year old Pilot Thomas Duffy of Central Copters Inc., MT passed away in the line of duty.

On Monday, August 24, 2020, Pilot Thomas Duffy, flying a Type 1 Kmax helicopter, was conducting bucket drops while battling the White River Fire in Mount Hood National Forest, when his helicopter crashed. He worked for Central Copters, Inc., a private family run company out of Belgrade, Montana, as a wildland-contract pilot for the U.S. Forest Service. The official cause of the crash is under investigation.

On August 31, 40-year old Firefighter Diane Jones of KL Farms, OR passed away in the line of duty.

On Monday, August 31, 2020, Firefighter Diane Jones, who worked for a private company during the wildland fire season, KL Farms/Fire LLC, was battling the wildfires in the Mendocino National Forest in California, when she was involved in a vehicle crash, along with two other firefighters. Firefighter Jones was repositioning the engine when it backed over an embankment and into a fire. She passed away from the injuries she sustained in the accident. One of the two other firefighters is being treated for injuries sustained in the crash, while the third firefighter was uninjured. Firefighter Diane Jones was a volunteer firefighter for the Cresson Volunteer Fire Department in Cresson, Texas. Her son, Captain Ian Shelly, also a member of the Cresson Volunteer Fire Department, was fighting the wildfires in the Mendocino National Forest as well.

> To date 60 firefighter fatalities have been reported to the United States Fire Administration in 2020.

Assets				
CASH IN BANK				
10100-001-0000-003	DENTAL ACCOUNT (GNFRD)	\$	81,229.26	
10100-001-0000-004	HEALTH FUND (GNFRD)	\$	30,878.66	
10100-001-0000-005	UHC - MEDICARE - GNFRD	\$	124,682.82	
10100-001-0000-010	PURCHASING CARD	\$	25,302.13	
10100-001-0001-002	OPERATIONS GENERAL FUND	\$	6,556,053.44	
10100-001-0003-003	PAYROLL CASH IN BANK	\$	385,681.29	
10100-001-0015-000	DEBT SERVICE RESERVE FUND	\$	721,499.25	
10100-001-0200-000	FIRST FLORIDA INTEGRITY BANK	\$	2,100,089.96	
	Total CASH IN BANK:		S	10,025,416.81
ACCOUNTS RECEIVAB	LE			
11500-001-0001-000	COLLIER COUNTY RECEIVABLE	\$	18,974.67	
11500-001-0003-000	EMPLOYEE RECEIVABLE	\$	8,012.87	
11500-001-0007-000	MISCELLANEOUS RECEIVABLE	\$	6,999.41	
11500-001-0008-000	MISC. RECEIVABLE- PREVENTION	\$	36,785.00	
11500-001-0009-000	COLLIER COUNTY RECEIVABLE	\$	305.52	
11500-001-0011-000	RETURNED CHECKS	\$	160.00	
11500-001-0013-000	FALSE ALARM RECEIVABLE	\$	2,735.43	
	Total ACCOUNTS RECEIVABLE:	-	\$	73,972.90
DUE FROM OTHER FUI			*	,0,072.00
13200-900-0001-001	DUE FROM MM63 FOR SET UP	\$	175,000.00	
	Total DUE FROM OTHER FUNDS:	-	\$	175,000.00
PROPERTY HELD FOR			¥	170,000.00
15000-001-0000-000	PROPERTY HELD FOR SALE	\$	1,000,000.00	
	Total PROPERTY HELD FOR SALE:		\$	1,000,000.00
PREPAID			Ŧ	- , ,
15500-001-0000-000	PREPAID EXPENSES	\$	6,220.09	
15500-001-0001-000	PREPAID INSURANCE	\$	365,642.61	
15500-001-0004-000	DEPOSIT IN ZENNITH FOR GRIT CLAIMS	\$	20,732.79	
	Total PREPAID:		\$	392,595.49
	Total Assets:		\$	11,666,985.20
	Total Assets.			11,000,303.20
Liabilities				
VOUCHER PAYABLE		٠	0.000.50	
20100-001-0000-001		\$	-2,333.59	
20100-001-0000-006	EE CONTRIB TO DEF COMP - NW (457)	\$	-125.00	
20100-001-0000-009	EE ELECTIVE LIFE INS - STANDARD INS	\$	-1,105.85	
20100-001-0000-010	EE CONTRIBUTION TO FRS	\$ \$	-15.59 1.21	
20100-001-0000-012 20100-001-0000-013	EE CONTRIB TO 175 RETIREMENT FSA CONTRIBUTION		7,884.43	
20100-001-0000-013	FSA Contributions from Prior Year	\$ \$	15,778.60	
20100-001-0000-022		÷		00.004.04
	Total VOUCHER PAYABLE:		\$	20,084.21
DUE TO OTHER FUNDS		¢	70.040.10	
20700-001-0001-000	DUE TO IMPACT FEE FUND FROM GENERAL	\$	72,842.19	
	Total DUE TO OTHER FUNDS:		\$	72,842.19
ACCRUED WAGES PAY		•	00.000.00	
21600-001-0000-000	ACCRUED WAGES PAYABLE	\$	98,000.00	
	Total ACCRUED WAGES PAYABLE:		\$	98,000.00
OTHER CURRENT LIAE		•		
22900-001-0001-000	GRIT BANKRUPTCY DISPURSEMENT	\$	32,404.42	

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Balance Sheet As of 8/31/2020

Greater Naples Fire Rescue District (GNF)

32,404.42	\$	Total OTHER CURRENT LIABILITIES:	
223,330.82	\$	Total Liabilities:	
			Equity
			PREPAID EXPENSES
	372,760.16	\$ PREPAID EXPENSES	27300-000-0000-001
	1,000,000.00	\$ LAND HELD FOR SALE	27300-000-000-002
1,372,760.16	\$	Total PREPAID EXPENSES:	
			FUND BALANCE
	697,321.00	\$ FUND BALANCE - RESTRICTED	28100-001-0000-000
	168,700.00	\$ FUND BALANCE ASSIGNED	28300-001-0000-000
	6,284,093.71	\$ FUND BALANCE - UNASSIGNED	28400-001-0000-000
	2,920,781.04	\$ Retained Earnings-Current Year	28400-001-0000-002
	0.00	\$ FUND BALANCE CURRENT YEAR	28400-001-0000-002
10,070,895.75	\$	 Total FUND BALANCE:	
11,443,655.91	\$	Total Equity:	
11,666,986.73	\$	Total Liabilities & Equity:	

Greater Naples Fire Rescue District (GNF)

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
Revenue									
TAXES									
31100-001-0000-001	AD VALOREM	0.00	0.00	2,471,718.42	85.19	29,606,477.27	90.31	29,660,621.00	85.1
31100-001-0000-002	PRIOR YEAR TAXES	0.00	0.00	35,531.00	1.22	426,371.65	1.30	426,372.00	1.2
31100-001-0000-003	WARRANT DISTRIBUTIONS	1,329.37	0.68	1,884.58	0.06	30,135.97	0.09	22,615.00	0.0
31100-001-0000-004	COUNTY HELD DISTRIBUTIONS	-537.65	-0.28	12.50	0.00	-2,078.51	-0.01	150.00	0.0
31100-001-0000-005	AD VALOREM INTEREST	0.00	0.00	2,493.75	0.09	30,557.56	0.09	29,925.00	0.0
31100-001-0000-007	EXCESS FEES	0.00	0.00	8,333.33	0.29	0.00	0.00	100,000.00	0.2
31100-001-2060-012	AD VALOREM - OCHOPEE	53,239.20	27.33	98,903.75	3.41	533,946.83	1.63	1,186,845.00	3.4
31100-001-2060-013	OCHOPEE MANAGEMENT FEE	0.00	0.00	47,091.67	1.62	565,100.00	1.72	565,100.00	1.6
Total TAXES:		54,030.92	27.73	2,665,969.00	91.88	31,190,510.77	95.14	31,991,628.00	91.8
INSPECTION FEES N									
32901-001-0000-010	INSPECTION FEES NEW CONSTRU	55,326.11	28.40	35,000.00	1.21	499,478.74	1.52	420,000.00	1.3
32901-001-0000-011	TIMED INSP/RE-INSP FEES NEW C	450.00	0.23	625.00	0.02	9,000.00	0.03	7,500.00	0.0
32901-001-0000-012	RE-INSPECTON - NEW	2,225.00	1.14	6,000.00	0.21	77,325.00	0.24	72,000.00	0.2
32901-001-0000-014	KEY BOX INSPECTION - NEW	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
32901-001-0000-015	HYDRANT THRUST BLOCK	750.00	0.38	750.00	0.03	10,025.00	0.03	9,000.00	0.0
32901-001-0000-016	HYDRANT THRUST BLOCK RE-INS	0.00	0.00	41.67	0.00	0.00	0.00	500.00	0.0
32901-001-0000-017	FIRE FLOWS	1,800.00	0.92	1,708.33	0.06	21,820.00	0.07	20,500.00	0.0
32901-001-0000-018	FIRE FLOW RE-INSPECTION	0.00	0.00	208.33	0.01	3,300.00	0.01	2,500.00	0.0
32901-001-2060-000	INSPECTION FEES NEW - OCHOPE	0.00	0.00	291.67	0.01	0.00	0.00	3,500.00	0.0
Total INSPECT	ION FEES NEW:	60,551.11	31.08	44,708.33	1.54	620,948.74	1.89	536,500.00	1.5
INSPECTION FEES E									
32910-001-1000-110	INSP. FEES EXISTING - TIMED	0.00	0.00	62.50	0.00	900.00	0.00	750.00	0.0
32910-001-1000-111	OCCUPATIONAL INSPECTION	1,190.00	0.61	2,000.00	0.07	18,990.00	0.06	24,000.00	0.0
32910-001-1000-112	RE-INSPECTION FEES - EXISTING	0.00	0.00	20.83	0.00	-450.00	0.00	250.00	0.0
32910-001-1000-113	INSPECTION FEES 0 - 3,000 SQ FT	425.00	0.22	291.67	0.01	2,425.00	0.01	3,500.00	0.0
32910-001-1000-114	INSPECTION FEES 3,001 - 30,000 S		0.21	250.00	0.01	2,000.00	0.01	3,000.00	0.0
32910-001-1000-115	INSPECTION FEES 30,001 - 100,000		0.54	295.83	0.01	3,450.00	0.01	3,550.00	0.0
32910-001-1000-116	INSPECTION FEES OVER 100,000 \$		0.10	500.00	0.02	2,800.00	0.01	6,000.00	0.0
32910-001-1000-117	KEY BOX INSPECTIONS - EXISTING		0.00	20.83	0.00	0.00	0.00	250.00	0.0
32910-001-1000-119	INSP. FEES APARTMENT/CONDO		0.00	20.83	0.00	0.00	0.00	250.00	0.0
Total INSPECT	ION FEES EXISTING:	3,265.00	1.68	3,462.49	0.12	30,115.00	0.09	41,550.00	0.1
FEDERAL GRANTS									
33100-001-0000-201	FEDERAL GRANTS APPLIED FOR	5,000.00	2.57	53,657.42	1.85	10,000.00	0.03	643,889.00	1.8
33100-001-0000-210	FEDERAL GRANTS- FEMA	0.00	0.00	84,479.50	2.91	0.00	0.00	1,013,754.00	2.9
33100-001-2050-012	GRANT - SAFER	0.00	0.00	0.00	0.00	395,289.79	1.21	0.00	0.0

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Greater Naples Fire Rescue District (GNF)

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
Total FEDERAL	GRANTS:	5,000.00	2.57	138,136.92	4.76	405,289.79	1.24	1,657,643.00	4.7
FIREFIGHTERS SUPPI	LEMENT INCOME								
33500-001-0000-210	FIREFIGHTER SUPPLEMENTAL INC	0.00	0.00	5,194.67	0.18	16,374.19	0.05	62,336.00	0.1
33500-001-0000-290	MARC UNIT - STATE OF FLORIDA	0.00	0.00	5,958.33	0.21	0.00	0.00	71,500.00	0.2
Total FIREFIGHT	ERS SUPPLEMENT INCOME:	0.00	0.00	11,153.00	0.38	16,374.19	0.05	133,836.00	0.3
FIRE & LIFE SAFETY (CHARGES & FEES								
34200-001-0000-202	REIMBURSEMENT FOR OT	0.00	0.00	1,416.67	0.05	22,300.00	0.07	17,000.00	0.0
34200-001-0000-203	FALSE ALARMS	400.00	0.21	2,500.00	0.09	26,000.00	0.08	30,000.00	0.0
34200-001-0000-206	ISO LETTERS	0.00	0.00	25.00	0.00	325.00	0.00	300.00	0.0
34200-001-0000-207	KEY BOXES SOLD	0.00	0.00	25.00	0.00	0.00	0.00	300.00	0.0
34200-001-0000-208	DUPLICATE NOC'S	30.00	0.02	166.67	0.01	1,990.00	0.01	2,000.00	0.0
34200-001-0000-209	DEFICIENCY REVIEWS	100.00	0.05	291.67	0.01	3,800.00	0.01	3,500.00	0.0
34200-001-0000-210	VARIANCE REQUESTS	500.00	0.26	250.00	0.01	2,900.00	0.01	3,000.00	0.0
34200-001-0000-211	FIRE WORK PERMITS	0.00	0.00	83.33	0.00	900.00	0.00	1,000.00	0.0
34200-001-0000-212	TRAINING DONE BY F & L SAFETY	0.00	0.00	25.00	0.00	110.00	0.00	300.00	0.0
	SPECIAL EVENT INSPECTION FEE:	0.00	0.00	166.67	0.01	2,000.00	0.01	2,000.00	0.
34200-001-0000-905	OTHER F & L MISC. INCOME	410.00	0.21	166.67	0.01	3,430.00	0.01	2,000.00	0.
Total FIRE & LIF	E SAFETY CHARGES & FEES:	1,440.00	0.74	5,116.68	0.18	63,755.00	0.19	61,400.00	0.1
NTEREST EARNINGS									
36100-001-0000-001	INTEREST EARNINGS	9,159.85	4.70	14,000.00	0.48	184,231.82	0.56	168,000.00	0.4
Total INTEREST	EARNINGS:	9,159.85	4.70	14,000.00	0.48	184,231.82	0.56	168,000.00	0.4
RENTALS & LEASES									
36200-001-0000-002	CELL TOWER LEASE CONTRACT	50,677.97	26.01	6,622.58	0.23	84,474.74	0.26	79,471.00	0.2
36200-001-0000-003	PUBLIC SAFETY - STATION 21	2,717.19	1.39	600.00	0.02	7,299.04	0.02	7,200.00	0.0
36200-001-0000-004	PUBLIC SAFETY - STATION 22	0.00	0.00	344.00	0.01	2,680.57	0.01	4,128.00	0.0
36200-001-0000-005	PUBLIC SAAFETY - STATION 23	0.00	0.00	300.00	0.01	3,300.00	0.01	3,600.00	0.0
36200-001-0000-006	PUBLIC SAFETY - STATION 20	0.00	0.00	750.00	0.03	4,238.71	0.01	9,000.00	0.0
Total RENTALS &	& LEASES:	53,395.16	27.41	8,616.58	0.30	101,993.06	0.31	103,399.00	0.3
DISPOSITION OF FIXE	DASSETS								
36400-001-0000-001	DISPOSITION OF FIXED ASSETS	1,404.55	0.72	2,000.00	0.07	31,910.61	0.10	24,000.00	0.0
Total DISPOSITIO	ON OF FIXED ASSETS:	1,404.55	0.72	2,000.00	0.07	31.910.61	0.10	24.000.00	0.0
CONTRIBUTIONS AND	DONATIONS					,			
	CONTRIBUTIONS AND DONATIONS	0.00	0.00	23.17	0.00	278.00	0.00	278.00	0.0
Total CONTRIBU	TIONS AND DONATIONS:	0.00	0.00	23.17	0.00	278.00	0.00	278.00	0.0
OTHER MISCELLANE									5.0
36900-001-0000-902	FIRE MARSHALL MOU REIMBURSE	0.00	0.00	3,750.00	0.13	41,800.17	0.13	45,000.00	0.1

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September 9, 2020 BOFC Meeting

Greater Naples Fire Rescue District (GNF)

			04	ORIGINAL				ORIGINAL	
	62	Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
OTHER MISCELLANE			ntinued)						
36900-001-0000-904	SHOP REVENUE	0.00	0.00	2,916.67	0.10	20,075.26	0.06	35,000.00	0.1
36900-001-0000-905	COVID-19 REVENUE	220.00	0.11	0.00	0.00	220.00	0.00	0.00	0.0
36900-001-0000-906	OTHER MISC. INCOME	0.00	0.00	41.67	0.00	46,994.05	0.14	500.00	0.0
36900-001-4010-006	-GEN-VEHICLE REPAIR - GNFRD	5,446.40	2.80	0.00	0.00	5,446.40	0.02	0.00	0.0
36900-001-4010-046	VEHICLE REPAIR INSURANCE REI	911.61	0.47	1,666.67	0.06	23,558.25	0.07	20,000.00	0.0
	ISCELLANEOUS INCOME:	6,578.01	3.38	8,375.01	0.29	138,094.13	0.42	100,500.00	0.2
Total Revenue	e:	194,824.60	100.00	2,901,561.18	100.00	32,783,501.11	100.00	34,818,734.00	100.0
Gross Profit:		194,824.60	100.00	2,901,561.18	100.00	32,783,501.11	100.00	34,818,734.00	100.0
Expenses									
LEGISLATIVE SALAR	RIES								
51100-001-0000-011	LEGISLATIVE SALARIES (COMMISS	2,500.00	1.28	2,708.33	0.09	26,071.50	0.08	32,500.00	0.0
Total LEGISLA	TIVE SALARIES:	2,500.00	1.28	2,708.33	0.09	26,071.50	0.08	32,500.00	0.0
EXECUTIVE SALARIE	ES & WAGES								
51200-001-0000-011	EXECUTIVE SALARIES	85,137.92	43.70	140,617.42	4.85	1,205,916.70	3.68	1,687,409.00	4.8
51200-001-0000-012	EXECUTIVE 175 PENSION CONTRA	398.72	0.20	395.83	0.01	4,471.37	0.01	4,750.00	0.0
Total EXECUTIV	VE SALARIES & WAGES:	85,536.64	43.90	141,013.25	4.86	1,210,388.07	3.69	1,692,159.00	4.8
ADMINISTRATIVE SA	LARIES								
51300-001-1000-012	SALARIES - NON BARGAINING (AD	82,918.35	42.56	101,637.67	3.50	999,389.99	3.05	1,219,652.00	3.5
51300-001-1000-014	OVERTIME (NON-BARGAINING)	1,199.20	0.62	6,250.00	0.22	42,556.17	0.13	75,000.00	0.2
Total ADMINIST	RATIVE SALARIES:	84,117.55	43.18	107,887.67	3.72	1,041,946.16	3.18	1,294,652.00	3.7
BARGAINING UNIT S	HIFT SALARIES & WAGES								
51310-001-2000-012	BARGAINING UNIT SALARIES - SHI	867,475.69	445.26	906,711.08	31.25	10,107,378.89	30.83	10,880,533.00	31.2
51310-001-2000-013	FIREFIGHTERS - PART TIME	0.00	0.00	10,416.67	0.36	41,023.34	0.13	125,000.00	0.3
51310-001-2000-014	OVERTIME - SHIFT	171,984.67	88.28	150,229.17	5.18	1,591,305.28	4.85	1,802,750.00	5.1
51310-001-2050-012	SAFER GRANT SALARIES -FF	53,852.28	27.64	104,306.00	3.59	633,973.89	1.93	1,251,672.00	3.5
51310-001-2050-014	SAFER GRANT OVERTIME - FF	3,900.22	2.00	4,167.00	0.14	34,682.32	0.11	50,000.00	0.1
51310-001-2063-012	BARGAINING UNIT SHIFT MM63	0.00	0.00	0.00	0.00	-382,525.40	-1.17	0.00	0.0
Total BARGAIN	ING UNIT SHIFT SALARIES & WAGE	1,097,212.86	563.18	1,175,829.92	40.52	12,025,838.32	36.68	14,109,955.00	40.5
BARGAINING UNIT -									
51320-001-3000-012	SALARIES - FIRE & LIFE SAFETY	54,627.33	28.04	61,296.67	2.11	690,384.32	2.11	735,560.00	2.1
51320-001-3000-014	OVERTIME FIRE & LIFE SAFETY	13.82	0.01	8,333.33	0.29	33,408.21	0.10	100,000.00	0.2
	ING UNIT - NON SHIFT:	54,641.15	28.05	69,630.00	2.40	723,792.53	2.21	835,560.00	2.4
EARNINGS OTHER									
51330-001-9000-011	DISPLACEMENT PAY	0.00	0.00	12.50	0.00	45.24	0.00	150.00	0.0
51330-001-9000-012	BONUS	0.00	0.00	0.00	0.00	5,914.46	0.02	0.00	0.0

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EARNINGS OTHER			ntinued)						
51330-001-9000-013	HOLIDAY	0.00	0.00	18,750.00	0.65	79,281.26	0.24	225,000.00	0.6
51330-001-9000-014	VACATION	11,133.45	5.71	10,833.33	0.37	138,271.84	0.42	130,000.00	0.37
51330-001-9000-015	SICKTIME	3,298.80	1.69	21,666.67	0.75	126,457.24	0.39	260,000.00	0.75
51330-001-9000-016	457 CONTRACTUAL	384.62	0.20	408.33	0.01	4,313.24	0.01	4,900.00	0.0
51330-001-9010-011	LIFE INSURANCE OVER \$50,000	0.00	0.00	0.00	0.00	5,718.39	0.02	0.00	0.00
51330-001-9010-012	LIFE INSURANCE OVER \$50,000	0.00	0.00	0.00	0.00	-5,718.39	-0.02	0.00	0.00
51330-001-9011-012	CLOTHING ALLOWANCE	0.00	0.00	116.67	0.00	1,300.00	0.00	1,400.00	0.00
51330-001-9012-011	DISABILITY BENEFITS	20,722.05	10.64	0.00	0.00	80,792.74	0.25	0.00	0.00
51330-001-9012-012	NET DISABILITY BENEFITS	-20,722.05	-10.64	0.00	0.00	-80,792.74	-0.25	0.00	0.00
	S OTHER:	14,816.87	7.61	51,787.50	1.78	355,583.28	1.08	621,450.00	1.78
		0.40.00			. – .				
51700-001-0000-071	DEBT SERVICE - PRINCIPAL PAYM		0.18	50,601.17	1.74	515,967.50	1.57	607,214.00	1.74
51700-001-0000-072	DEBT SERVICE - INTEREST PAYME	0.00	0.00	9,166.66	0.32	102,044.46	0.31	110,000.00	0.32
Total DEBT SE	RVICE:	349.88	0.18	59,767.83	2.06	618,011.96	1.89	717,214.00	2.06
ICA TAXES									
52201-001-0000-011	ER SS TAXES	82,132.54	42.16	109,437.50	3.77	952,656.01	2.91	1,313,250.00	3.77
52201-001-0000-012	ER MEDICARE TAXES	19,208.46	9.86	0.00	0.00	224,153.94	0.68	0.00	0.00
Total FICA TAX		101,341.00	52.02	109,437.50	3.77	1,176,809.95	3.59	1,313,250.00	3.77
RETIREMENT CONT									
52202-001-0010-022	FRS CONTRIBUTIONS	225,796.65	115.90	211,350.83	7.28	2,751,535.97	8.39	2,536,210.00	7.28
52202-001-0011-022	175 RETIREMENT PLAN CONTRIBL		27.63	45,769.33	1.58	562,981.93	1.72	549,232.00	1.58
52202-001-0012-022	NATIONWIDE RETIREMENT PLAN	3,248.12	1.67	4,166.67	0.14	38,401.89	0.12	50,000.00	0.14
52202-001-0013-022	DISTRICT DEF COMP MATCH - NW	1,000.00	0.51	1,560.00	0.05	14,425.00	0.04	18,720.00	0.05
52202-001-0014-022	DISTRICT DEF COMP FL MATCH	350.00	0.18	390.00	0.01	4,925.00	0.02	4,680.00	0.0
Total RETIREM	ENT CONTRIBUTIONS:	284,218.96	145.88	263,236.83	9.07	3,372,269.79	10.29	3,158,842.00	9.07
LIFE AND HEALTH IN									
52205-001-0010-023	INS BENEFITS FIXED - DENTAL	1,237.15	0.64	1,274.08	0.04	13,081.64	0.04	15,289.00	0.04
52205-001-0011-023	INSURANCE BENEFITS FIXED - LIF		2.58	3,916.67	0.13	55,588.95	0.17	47,000.00	0.13
52205-001-0012-023	INS BENEFITS FIXED - MEDICAL	258,478.89	132.67	254,997.75	8.79	2,889,298.84	8.81	3,059,973.00	8.79
52205-001-0013-023	INS BENEFITS FIXED - STD/LTD	12,870.90	6.61	13,200.00	0.45	144,076.43	0.44	158,400.00	0.45
52205-001-0014-023	INS BENEFTIS FIXED - VISION	2,355.43	1.21	2,814.00	0.10	25,957.62	0.08	33,768.00	0.10
52205-001-0015-023	INS BENEFITS - DENTAL CLAIMS	17,731.20	9.10	12,333.33	0.43	147,808.80	0.45	148,000.00	0.43
52205-001-0016-023	INS BENEFITS - MEDICAL HRA	49,220.48	25.26	55,532.58	1.91	583,295.76	1.78	666,391.00	1.9
	HEALTH INSURANCE:	346,921.56	178.07	344,068.41	11.86	3,859,108.04	11.77	4,128,821.00	11.86
WORKERS COMPEN									
52210-001-0010-024	WORKERS COMPENSATION PREV	0.00	0.00	43,074.92	1.48	457,478.00	1.40	516,899.00	1.48

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WORKERS COMPEN		· ·	ontinued)						
52210-001-0011-024	EE WORKERS COMP CHECKS	-7,651.64	-3.93	0.00	0.00	-25,209.41	-0.08	0.00	0.0
52210-001-0012-024	EXPENSES FOR GRIT CLAIMANTS	0.00	0.00	208.33	0.01	1,094.95	0.00	2,500.00	0.0
Total WORKER	S COMPENSATION:	-7,651.64	-3.93	43,283.25	1.49	433,363.54	1.32	519,399.00	1.4
UNEMPLOYMENT CO	OMPENSATION								
52215-001-0000-025	RE-EMPLOYMENT TAX	0.00	0.00	1,000.00	0.03	0.00	0.00	12,000.00	0.0
52215-001-0000-026	POST EMPLOYMENT BENEFITS (P	20,000.00	10.27	25,833.33	0.89	330,000.00	1.01	310,000.00	0.8
52215-001-0010-026	SB 426 CANCER COVERAGE	0.00	0.00	3,500.00	0.12	31,302.39	0.10	42,000.00	0.1
Total UNEMPL	OYMENT COMPENSATION:	20,000.00	10.27	30,333.33	1.05	361,302.39	1.10	364,000.00	1.0
PROFESSIONAL SEF	RVICES								
52220-001-0000-031	PROFESSIONAL SERVICES	11,007.60	5.65	22,958.33	0.79	272,845.46	0.83	275,500.00	0.7
52220-001-0011-031	CONTRACTUAL SERV - ADV COLLI	15.84	0.01	50,416.67	1.74	605,004.08	1.85	605.000.00	.1.3
52220-001-0012-031	CONTRACTUAL SERV - IMPACT FE	728.35	0.37	1,166.67	0.04	14,235.96	0.04	14,000.00	0.0
52220-001-0013-031	CONTRACTUAL SERV - PROPERTY	0.00	0.00	20,833.33	0.72	231,175.69	0.71	250,000.00	0.7
52220-001-1000-031	CONTRACTUAL SERV - GENERAL	15,450.94	7.93	14,000.00	0.48	191,757.20	0.58	168,000.00	0.4
52220-001-2060-031	CONTRACTUAL SERV - OCHOPEE	2,887.72	1.48	833.33	0.03	11,009.62	0.03	10,000.00	0.0
52220-001-3000-031	CONTRACTUAL SERV FIRE & LIFE	873.66	0.45	3,316.67	0.11	41,020.24	0.13	39,800.00	0.
52220-001-4000-031	CONTRACTUAL SERVICES FLEET	3,940.00	2.02	416.67	0.01	5,212.00	0.02	5,000.00	0.0
52220-001-8000-031	CONTRACTUAL SERV - LOGISTICS	0.00	0.00	8,333.33	0.29	29,764.72	0.09	100,000.00	0.2
Total PROFESS	SIONAL SERVICES:	34,904.11	17.92	122,275.00	4.21	1,402,024.97	4.28	1,467,300.00	4.2
ACCOUNTING & AUE	DITING								
52225-001-0000-032	ACCOUNTING & AUDITING	0.00	0.00	3,875.00	0.13	57,380.00	0.18	46,500.00	0.1
Total ACCOUN	TING & AUDITING:	0.00	0.00	3,875.00	0.13	57,380.00	0.18	46,500.00	0.1
CURRENT CHARGES	6								
52230-001-0000-037	CURRENT CHARGES	539.92	0.28	4,166.67	0.14	50,200.45	0.15	50,000.00	0.1
Total CURREN	T CHARGES:	539.92	0.28	4,166.67	0.14	50,200.45	0.15	50,000.00	0.1
TRAVEL & PER DIEN	л								
52235-001-0010-040	EMPLOYEE TOLLS REIMBURSEME	0.00	0.00	12.50	0.00	0.00	0.00	150.00	0.0
Total TRAVEL	& PER DIEM:	0.00	0.00	12.50	0.00	0.00	0.00	150.00	0.0
COMMUNICATIONS	& FREIGHT								
52240-001-0000-041	COMMUNICATIONS- CELL PHONE:	100.00	0.05	1,583.33	0.05	11,799.97	0.04	19,000.00	0.0
52240-001-0000-042	FREIGHT & POSTAGE SERVICES	0.00	0.00	333.33	0.01	2,395.53	0.01	4,000.00	0.
52240-001-0015-041	COMMUNICATIONS-GENERAL	6,943.63	3.56	10,218.83	0.35	114,809.52	0.35	122,626.00	0.3
52240-001-2060-041	COMMUNICATIONS - OCHOPEE	1,439.87	0.74	2,000.00	0.07	22,100.07	0.07	24,000.00	0.0
Total COMMUN	ICATIONS & FREIGHT:	8,483.50	4.35	14,135,49	0.49	151,105.09	0.46	169,626.00	0.4

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UTILITY SERVICES		(C	ontinued)						
52245-001-0000-043	UTILITIES	14,485.91	7.44	16,016.83	0.55	176,565.59	0.54	192,202.00	0.5
52245-001-2060-043	UTILITY SERVICES - OCHOPEE	1,232.79	0.63	1,062.50	0.04	10,557.03	0.03	12,750.00	0.0
Total UTILITY S	SERVICES:	15,718.70	8.07	17,079.33	0.59	187,122.62	0.57	204,952.00	0.5
RENTALS & LEASES	5								
52250-001-0000-044	RENTALS & LEASES	714.00	0.37	666.67	0.02	3,172.12	0.01	8,000.00	0.0
52250-001-0015-044	RENTALS & LEASES - E-FLEET	13,989.95	7.18	14,764.08	0.51	151,925.58	0.46	177,169.00	0.5
52250-001-2010-044	RENTALS & LEASES - FELLOWSHI	0.00	0.00	0.00	0.00	1,406.42	0.00	0.00	0.0
52250-001-8000-044	RENTALS & LEASES - FACILITIES/L	0.00	0.00	3,000.00	0.10	36,000.00	0.11	36,000.00	0.1
Total RENTALS	S & LEASES:	14,703.95	7.55	18,430.75	0.64	192,504.12	0.59	221,169.00	0.6
INSURANCE GENER	AL								
52255-001-0000-045	GENERAL INSURANCE	0.00	0.00	37,083.33	1.28	444,074.71	1.35	445,000.00	1.2
Total INSURAN	ICE GENERAL:	0.00	0.00	37,083.33	1.28	444,074.71	1.35	445,000.00	1.2
REPAIR & MAINT									
52260-001-0500-046	REPAIRS- HURRICANE IRMA	0.00	0.00	9,166.67	0.32	109,342.35	0.33	110,000.00	0.3
52260-001-0700-046	REPAIR - RADIOS	0.00	0.00	666.67	0.02	6,440.73	0.02	8,000.00	0.0
52260-001-1000-046	REPAIR & MAINTENACE - ADMIN	655.80	0.34	416.67	0.01	2,658.27	0.01	5,000.00	0.0
52260-001-2000-046	REPAIR & MAINT - OPERATIONS	217.15	0.11	2,062.50	0.07	8,229.47	0.03	24,750.00	0.0
52260-001-2060-046	REPAIR & MAINT OCHOPEE	648.83	0.33	1,166.67	0.04	9,017.15	0.03	14,000.00	0.0
52260-001-3000-046	REPAIR & MAINT. FIRE & LIFE SAFI	1,836.61	0.94	1,166.67	0.04	9,024.16	0.03	14,000.00	0.0
52260-001-4010-046	VEHICLE REPAIR - GNFRD VEHICL	27,570.57	14.15	33,333.33	1.15	296,704.88	0.91	400,000.00	1.1
52260-001-4011-046	VEHICLE REPAIR - NON GNFRD	4,581.45	2.35	3,750.00	0.13	26,328.88	0.08	45,000.00	0.1
52260-001-4020-046	REPAIR & MAINTENANCE- MARC L	1,215.40	0.62	6,250.00	0.22	74,841.24	0.23	75,000.00	0.2
52260-001-4060-046	VEHICLE REPAIR - OCHOPEE	63.40	0.03	1,250.00	0.04	12,273.01	0.04	15,000.00	0.0
52260-001-4112-046	REPAIR & MAINT - MARINE VESSE	0.00	0.00	833.33	0.03	2,275.64	0.01	10,000.00	0.0
52260-001-4160-046	REPAIRS & MAINTENANCE MARINI	45.00	0.02	416.66	0.01	1,526.63	0.00	5,000.00	0.0
52260-001-4190-046	REPAIR & MAINT MARINE VESSEL	3,883.45	1.99	0.00	0.00	15,450.00	0.05	0.00	0.0
52260-001-5000-046	REPAIR & MAINTENANCE - TRAINII	0.00	0.00	166.67	0.01	1,694.56	0.01	2,000.00	0.0
52260-001-6000-046	REPAIR & MAINT - SPECIAL OPERA	26.80	0.01	833.33	0.03	1,619.80	0.00	10,000.00	0.0
52260-001-6010-046	REPAIR & MAINTENANCE - DIVE	71.31	0.04	0.00	0.00	1,823.91	0.01	0.00	0.0
52260-001-6012-046	REPAIR & MAINTENANCE - SCBA	7.00	0.00	833.33	0.03	7,522.51	0.02	10,000.00	0.0
52260-001-7000-046	REPAIR & MAINTENANCE - MEDIC/	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.0
52260-001-8000-046	REPAIR & MAINT - FACILITIES	9,750.56	5.00	12,304.17	0.42	130,069.78	0.40	147,650.00	0.4
52260-001-8050-046	REPAIR & MAINT FACILITES MAJOI	0.00	0.00	12,500.00	0.43	32,816.25	0.10	150,000.00	0.4
Total REPAIR 8	MAINT:	50,573.33	25.96	87,325.00	3.01	749,659.22	2.29	1,047,900.00	3.0
PRINTING		·						, ,	5.0
52265-001-0000-047	PRINTING & BINDING	0.00	0.00	83.33	0.00	1,058.50	0.00	1,000.00	0.0

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Total PRINTING:		0.00	0.00	83.33	0.00	1,058.50	0.00	1,000.00	0.0
OFFICE SUPPLIES									
52270-001-0000-051 OFFIC	E SUPPLIES	0.00	0.00	1,093.75	0.04	9,193.05	0.03	13,125.00	0.0
Total OFFICE SUPPLIE	S:	0.00	0.00	1,093.75	0.04	9,193.05	0.03	13,125.00	0.0
FUELS & LUBRICANTS									
52275-001-0010-052 FUELS	& LUBRICANTS	224.52	0.12	1,166.66	0.04	7,074.31	0.02	14,000.00	0.0
52275-001-0011-052 FUELS	& LUBRICANTS - UNLEADEI	4,261.39	2.19	5,735.50	0.20	55,658.62	0.17	68,826.00	0.2
52275-001-0012-052 FUELS	& LUBRICANTS - DIESEL	10,507.16	5.39	12,916.67	0.45	106,972.73	0.33	155,000.00	0.4
52275-001-0090-052 MARIN	IE NON-ETHANOL UNLEADE	0.00	0.00	1,625.00	0.06	13,928.65	0.04	19,500.00	0.0
52275-001-2060-052 FUEL	OCHOPEE	0.00	0.00	981.25	0.03	46.00	0.00	11,775.00	0.0
Total FUELS & LUBRIC	ANTS:	14,993.07	7.70	22,425.08	0.77	183,680.31	0.56	269,101.00	0.1
OPERATING SUPPLIES								•	
52285-001-0001-052 OPER/	ATING-GEN-OPERATING SUF	23.34	0.01	0.00	0.00	23.34	0.00	0.00	0.0
	ATING SUPPLIES - ADMIN	-61.77	-0.03	275.00	0.01	3,868.48	0.01	3,300.00	0.
52285-001-2000-052 OPER/	ATING SUPPLIES - OPERATIO	2,597.45	1.33	3,916.67	0.13	43,907.46	0.13	47,000.00	0.
52285-001-2020-052 OPER/	ATING EXP - HURRICANE PR	0.00	0.00	0.00	0.00	37.92	0.00	0.00	0.1
52285-001-2022-052 OPER/	ATING EXP - 36TH AVE FIRE	2,131.71	1.09	2,343.75	0.08	30,252.95	0.09	28,125.00	0.0
52285-001-2060-052 OPER/	ATING SUPPLIES - OCHOPE	4.86	0.00	291.67	0.01	1,586.71	0.00	3,500.00	0.
52285-001-3000-052 OPER/	ATING SUPPLY - FIRE & LIFE	220.69	0.11	1,666.67	0.06	2,298.87	0.01	20,000.00	0.0
52285-001-4000-046 OPER	ATING-GEN-SHOP-REPAIRS	0.00	0.00	0.00	0.00	220.00	0.00	0.00	0.
	ATING SUPPLIES - FLEET	79.86	0.04	666.67	0.02	5,392.19	0.02	8,000.00	0.0
52285-001-5000-052 OPER	ATING SUPPLIES - TRAINING	139.11	0.07	291.67	0.01	1,682.88	0.01	3,500.00	0.
52285-001-6010-052 OPER	ATING SUPPLIES - DIVE	0.00	0.00	66.67	0.00	112.08	0.00	800.00	0.0
52285-001-6011-052 OPER	ATING SUPPLIES - HAZ MAT	0.00	0.00	66.67	0.00	0.00	0.00	800.00	0.0
52285-001-6012-052 OPER/	ATING SUPPLIES - SCBA	0.00	0.00	216.66	0.01	2,853.50	0.01	2,600.00	0.
	ATING SUPPLIES - USAR	0.00	0.00	66.67	0.00	0.00	0.00	800.00	0.0
	ATING SUPPLIES - MERT	0.00	0.00	66.67	0.00	0.00	0.00	800.00	0.0
	ATING SUPPLES - MEDICAL	2,037.62	1.05	2,916.66	0.10	33,406.43	0.10	35,000.00	0.1
	ATING SUPPLIES - FACILITIE	126.57	0.06	625.00	0.02	8,139.51	0.02	7,500.00	0.0
52285-001-9000-052 OPER/	ATING EXPENSES - COVID 1	15,500.54	7.96	6,250.00	0.22	84,319.95	0.26	75,000.00	0.2
Total OPERATING SUP	PLIES:	22,799.98	11.70	19,727.10	0.68	218,102.27	0.67	236,725,00	0.0
SMALL EQUIPMENT									
	EQUIPMENT - ADMIN	0.00	0.00	833.33	0.03	4,143.48	0.01	10.000.00	0.0
52910-001-2000-049 SMALI	EQUIPMENT - OPERATIONS	4,508.69	2.31	6,250.00	0.22	31,625.57	0.10	75,000.00	0.
52910-001-2060-049 SMALL	EQUIPMENT - OCHOPEE	0.00	0.00	833.00	0.03	5,485.23	0.02	10,000.00	0.1
52910-001-3000-049 SMALL	EQUIP - FIRE & LIFE SAFET	0.00	0.00	854.16	0.03	4,126.90	0.01	10,250.00	0.0
52910-001-4000-049 SMALI	EQUIPMENT - FLEET	0.00	0.00	416.67	0.01	950.21	0.00	5,000.00	0.0

Run Date: 9/4/2020 7:19:33AM G/L Date: 8/31/2020

Greater Naples Fire Rescue District (GNF)

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
SMALL EQUIPMENT		· ·	ntinued)			-36			
52910-001-5000-049	SMALL EQUIP - TRAINING	0.00	0.00	537.50	0.02	4,055.34	0.01	6,450.00	0.0
52910-001-6010-049	SMALL EQUIP - DIVE	0.00	0.00	437.50	0.02	5,156.98	0.02	5,250.00	0.0
52910-001-6011-049	SMALL EQUIP - HAZ MAT	0.00	0.00	166.66	0.01	0.00	0.00	2,000.00	0.0
52910-001-6012-049	SMALL EQUIPMENT - SCBA	0.00	0.00	14,854.58	0.51	178,254.52	0.54	178,255.00	0.5
52910-001-6013-049	SMALL EQUIPMENT - USAR	0.00	0.00	208.33	0.01	1,848.00	0.01	2,500.00	0.0
52910-001-6014-049	SMALL EQUIPMENTMERT	0.00	0.00	41.66	0.00	106.39	0.00	500.00	0.0
52910-001-7000-049	SMALL EQUIP - MEDICAL	0.00	0.00	125.00	0.00	0.00	0.00	1,500.00	0.0
52910-001-8000-049	SMALL EQUIP-LOGISTICS	0.00	0.00	125.00	0.00	791.05	0.00	1,500.00	0.0
Total SMALL E	QUIPMENT:	4,508.69	2.31	25,683.39	0.89	236,543.67	0.72	308,205.00	0.8
UNIFORMS									
52920-001-1000-052	UNIFORMS - ADMIN	747.51	0.38	1,250.00	0.04	15,264.00	0.05	15,000.00	0.0
52920-001-2000-052	UNIFORMS-OPERATIONS	1,727.77	0.89	6,666.66	0.23	68,528.46	0.21	80,000.00	0.2
52920-001-2011-052	UNIFORMS - BUNKER GEAR	0.00	0.00	9,108.00	0.31	58,226.70	0.18	109,296.00	0.3
52920-001-3000-052	UNIFORMS - FIRE & LIFE SAFETY	0.00	0.00	291.66	0.01	1,319.76	0.00	3,500.00	0.0
Total UNIFORM	IS:	2,475.28	1.27	17,316.32	0.60	143,338.92	0.44	207,796.00	0.6
BOOKS, DUES 52930-001-1000-055	BOOKS, DUES - ADMIN	151.50	0.08	1,666.66	0.06	8,508.19	0.03	20.000.00	0.0
52930-001-2000-055	BOOKS, DUES - OPERATIONS	3,929,99	2.02	10,833.33	0.37	67,152.76	0.20	130.000.00	0.3
52930-001-3000-055	BOOKS, DUES - FIRE & LIFE SAFET	1,056.58	0.54	1,250.00	0.04	10,467.99	0.03	15,000.00	0.0
52930-001-4000-055	BOOKS, DUES - FLEET	0.00	0.00	833.33	0.03	3,623.02	0.01	10,000.00	0.0
52930-001-5000-055	BOOKS, DUES - TRAINING	0.00	0.00	1,666.67	0.06	12,539.20	0.04	20,000.00	0.0
52930-001-6000-055	BOOKS, DUES- SPECIAL OPERATIO	0.00	0.00	100.00	0.00	0.00	0.00	1,200.00	0.0
52930-001-6010-055	BOOKS, DUES-DIVE	0.00	0.00	0.00	0.00	5,628.00	0.02	0.00	0.0
Total BOOKS,	DUES:	5,138.07	2.64	16,349.99	0.56	107,919.16	0.33	196,200.00	0.5
CAPITAL OUTLAY									
52940-001-0000-062	CAPITAL OUTLAY - BUILDING & IMI	0.00	0.00	4,166.66	0.14	15,084.00	0.05	50,000.00	0.1
52940-001-0000-064	CAPITAL OUTLAY - EQUIP & FURN	10,848.17	5.57	41,000.00	1.41	504,360.48	1.54	492,000.00	1.4
52940-001-0000-068	CAPITAL OUTLAY - INTANGIBLE AS	0.00	0.00	416.66	0.01	4,883.00	0.01	5,000.00	0.0
52940-001-0000-069	CAPITAL OUTLAY - VEHICLES	0.00	0.00	450.00	0.02	0.00	0.00	5,400.00	0.0
Total CAPITAL	OUTLAY:	10,848.17	5.57	46,033.32	1.59	524,327.48	1.60	552,400.00	1.5
Total Expens	es:	2,269,691.60	1,164.99	2,852,079.17	98.29	29,862,720.07	91.09	34,224,951.00	98.2
Net Income f	rom Operations:	-2,074,867.00	-1,064.99	49,482.01	1.71	2,920,781.04	8.91	593,783.00	1.1
Earnings bef	ore Income Tax:	-2,074,867.00	-1,064.99	49,482.01	1.71	2,920,781.04	8.91	593,783.00	1.1
Net Income (Loss):	-2,074,867.00	-1.064.99	49,482.01	1.71	2,920,781.04	8.91	593,783.00	1.

Balance Sheet As of 8/31/2020

Assets				
CASH IN BANK				
10100-301-0000-001	IMPACT FEES (IBERAIBANK)	\$	6,948,794.33	
	Total CASH IN BANK:		\$	6,948,794.33
DUE FROM OTHER FUND	8			
13100-301-0000-001	DUE FROM GENERAL FUND	\$	72,842.19	
	Total DUE FROM OTHER FUNDS:	-	\$	72,842.19
	Total Assets:		\$	7,021,636.52
Equity				
28100-301-0000-001	FUND BALANCE - IMPACT FEES PRIOR YEAR RESTRICTED	\$	6,119,850.21	
28100-301-0000-002	Retained Earnings-Current Year	\$	901,786.31	
28100-301-0000-002	FUND BALANCE IMPACT FEES CURRRENT YEAR	\$	0.00	
	Total Equity:		\$	7,021,636.52
	Total Liabilities & Equity:		\$	7,021,636.52

Run Date: 9/4/2020 7:28:07AM G/L Date: 8/31/2020

Impact Fees Income Statement For The 11 Periods Ended 8/31/2020

Greater Naples Fire Rescue District (IMP)

				ORIGINAL				ORIGINAL	
	-	Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
Revenue									
IMPACT FEES									
32400-301-0000-110	IMPACT FEES	72,834.68	92.41	108,333.33	97.74	1,354,353.57	94.89	1,300,000.00	97.
Total IMPACT FEES:		72,834.68	92.41	108,333.33	97.74	1,354,353.57	94.89	1,300,000.00	97.
GRANTS									
33100-301-0000-200	FEDERAL GRANT - PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
33400-301-0000-200	STATE GRANT - PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total GRANTS:	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
INTEREST EARNINGS									
36100-301-0000-100	INTEREST	5,985.00	7.59	2,500.00	2.26	72,871.80	5.11	30,000.00	2.
Total INTEREST EARN	INGS:	5,985.00	7.59	2,500.00	2.26	72,871.80	5.11	30,000.00	2.2
OTHER MISCELLANED	DUS INCOME								
36400-301-0000-000	DISPOSITION OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
36400-301-0000-001	OTHER MISCELLANIOUS INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total OTHER MISCELL	ANEOUS INCOME:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total Revenue:	-	78,819.68	100.00	110,833.33	100.00	1,427,225.37	100.00	1,330,000.00	100.
Gross Profit:		78,819.68	100.00	110,833.33	100.00	1,427,225.37	100.00	1,330,000.00	100.1
Expenses									
IMPACT FEE EXPENSE	Ξ								
51700-301-0000-071	DEBT SERVICES	1,049.63	1.33	33,564.64	30.28	282,307.36	19.78	402,775.69	30.2
51700-301-0000-072	DEBT SERVICES -INTEREST	0.00	0.00	8,556.61	7.72	56,225.33	3.94	102,679.31	7.
52220-301-0000-031	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
52230-301-0000-037	CURRENT CHARGES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
52240-301-0000-042	FREIGHT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
52250-301-0000-044	RENTAL AND LEASE EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
52285-301-2000-052	OPERATING SUPPLIES - SAFER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
Total IMPACT FEE EXP	PENSE:	1,049.63	1.33	42,121.25	38.00	338,532.69	23.72	505,455.00	38.0
SMALL EQUIPMENT									
52910-301-2000-049	SMALL EQUIPMENT - OPS - SAFER GR/	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.6
52910-301-2010-046	NEW VEHICLE SMALL PARTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.
52910-301-4000-049	SMALL EQUIPMENT AND TOOLS	2,400.00	3.04	0.00	0.00	36,212.58	2.54	0.00	0.0
Total SMALL EQUIPME	ENT:	2,400.00	3.04	0.00	0.00	36,212.58	2.54	0.00	0.0
UNIFORMS									
52920-301-2000-052	UNIFORMS - SAFER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
52920-301-2011-052	UNIFORMS - BUNKER GEAR - SAFER G	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total UNIFORMS:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.

Run Date: 9/4/2020 7:26:10AM

G/L Date: 8/31/2020

Impact Fees Income Statement For The 11 Periods Ended 8/31/2020

Greater Naples Fire Rescue District (IMP)

				ORIGINAL					
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
CAPITAL OUTLAY	-								
52940-301-0000-061	LAND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-062	CAPITAL OUTLAY - BUILDING & IMPROV	0.00	0.00	41,666.67	37.59	0.00	0.00	500,000.00	37.59
52940-301-0000-063	CAPITAL OUTLAY - INFRASTRUCTURE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-064	CAPITAL OUTLAY - EQUIP & FURNISHIN	105,875.18	134.33	8,750.00	7.89	150,693.79	10.56	105,000.00	7.89
52940-301-0000-065	CAPITAL OUTLAY - CONST. IN PROGRE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-066	CAPITAL OUTLAY - PROP UNDER CAP I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-067	CAPITAL OUTLAY - SPECIAL RESPONS	0.00	0.00	5,416.67	4.89	0.00	0.00	65,000.00	4.89
52940-301-0000-068	CAPITAL OUTLAY - INTANGIBLE ASSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-069	CAPITAL OUTLAY - VEHICLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0000-070	CAPITAL OUTLAY - FIRE & RESCUE VEI	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-301-0010-062	CAPITAL OUTLAY - IMPROV OTHER TH	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52940-900-0000-059	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total CAPITAL OUTLAY	<i>r</i> :	105,875.18	134.33	55,833.34	50.38	150,693.79	10.56	670,000.00	50.38
Total Expenses:	-	109,324.81	138.70	97,954.59	88.38	525,439.06	36.82	1,175,455.00	88.38
Net Income From Oper	ations:	-30,505.13	-38.70	12,878.74	11.62	901,786.31	63.18 154,545.00		11.62
Earnings Before Incom	ore Income Tax:		-38.70	12,878.74	11.62	901,786.31	63.18	154,545.00	11.62
Net Income (Loss):	-	-30,505.13	-38.70	12,878.74	11.62	901,786.31	63.18	154,545.00	11.62

Balance Sheet As of 8/31/2020

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GNFRD Hydrant Fund (HYD)

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Assets 10100-101-0000-001	HYDRANT OPERATING ACCOUNT	\$	539,224.10	
	Total Assets:		\$	539,224.10
Equity			8.	
28200-101-0000-001	FUND BALANCE - HYDRANT ASSIGNED (PRIOR YTD)	\$	502,005.83	
28200-101-0000-003	Retained Earnings-Current Year	\$	37,218.27	
28200-101-0000-003	FUND BALANCE-CURRENT YEAR	\$	0.00	
	Total Equity:	-	\$	539,224.10
	Total Liabilities & Equity:		\$	539,224.10

GNFRD Hydrant Fund (HYD)

			ORIGINAL				ORIGINAL		
	Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%	
Revenue									
HYDRANT MAINTENANCE INCOME									
32400-101-0000-900 HYDRANT MAINTENANCE	0.00	0.00	1,666.67	93.02	35,000.00	85.44	20,000.00	93.02	
Total HYDRANT MAINTENANCE INCOME:	0.00	0.00	1,666.67	93.02	35,000.00	85.44	20,000.00	93.02	
INTEREST EARNINGS									
36100-101-0000-100 INTEREST EARNINGS	457.55	100.00	125.00	6.98	5,964.82	14.56	1,500.00	6.98	
Total INTEREST EARNINGS:	457.55	100.00	125.00	6.98	5,964.82	14.56	1,500.00	6.98	
Total Revenue:	457.55	100.00	1,791.67	100.00	40,964.82	100.00	21,500.00	100.00	
Gross Profit:	457.55	100.00	1,791.67	100.00	40,964.82	100.00	21,500.00	100.00	
Expenses									
52200-101-0000-046 REPAIR AND MAINTENANCE	1,785.93	390.32	3,858.33	215.35	3,746.55	9.15	46,300.00	215.35	
Total Expenses:	1,785.93	390.32	3,858.33	215.35	3,746.55	9.15	46,300.00	215.35	
Net Income From Operations:	-1,328.38	-290.32	-2,066.66	-115.35	37,218.27	90.85	-24,800.00	-115.35	
Earnings Before Income Tax:	-1,328.38	-290.32	-2,066.66	-115.35	37,218.27	90.85	-24,800.00	-115.35	
Net Income (Loss):	-1,328.38	-290.32	-2,066.66	-115.35	37,218.27	90.85	-24,800.00	-115.35	



MINUTES GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING August 4, 2020

I. MEETING OPENED

Chairman Page called to order the regular meeting of the Greater Naples Fire Rescue District's Board of Fire Commissioners meeting at 5:30pm, on August 4, 2020 via teleconference on Zoom.us. Present on line were Commissioners Page, Cottiers, Henning, Stedman and Gerrity. Executive Staff on line: Fire Chief Schuldt, Director Bishop, Assistant Chiefs Hanson, Low, and Martin. Staff on line: Suanne Woeste and Kevin Nelmes. Public on line: George Danz, Randy Ward, Tom Purcell, Rick LoCastro, Chris Tobin, and Eric Dilyard. Other were on line but not recognized.

A. Pledge of Allegiance and Invocation

The Pledge of Allegiance and Invocation were skipped. Commissioner Page did a roll call of the Commissioners in attendance.

B. Line of Duty Deaths Reading and Moment of Silence

Chief Schuldt reported there were a total 3 of firefighter fatalities for the month of July, bringing the total for 2020 to 44. Chief Schuldt made a special mention of City of Naples firefighter Anthony Christensen who lost his life as a result of Covid-19.

C. Consent Agenda

Commissioner Gerrity moved to approve the Consent Agenda as presented. Commissioner Cottiers seconded. Motion passed 4-0.

1. Treasurer's Report

D. Approval, Additions and Deletions to the Agenda

Commissioner Gerrity moved to approve the Agenda as presented. Commissioner Cottiers seconded. Motion passed 4-0.

E. Approval of the GNFD Board Minutes for July 14, 2020

Commissioner Gerrity moved to approve the July GNFD Board minutes as presented. Commissioner Cottiers seconded. Motion passed 4-0.

F. Fire Chief's Report

Chief Schuldt presented report as submitted and added the following:

- Staff will be submitting for the CARES grant to recover expenses associated with the Covid-19 pandemic. The District has spent approximately \$107,000 since March 2020 in response to Covid-19.
- The District was awarded the Assistance to Firefighter Supplemental Grant in the amount of \$18,000 for costs directly related to Covid-19. The District will be able to amend its request to include costs to date and certain projected costs.
- Staff has been working on increasing the District's PPE stock. Stockpiles of certain items have been significantly increased.
- Staff has been busy vetting numerous locations for future development of training, fleet, and logistical needs. Staff has identified a potential opportunity to partner with Collier County. There is on-going dialogue regarding the current Collier County Fleet complex and a regional warehouse complex currently under development, to be constructed in conjunction with the sports complex.
- Previously approved by the Board was the purchase of an additional boat out of impact fees. The contract the District was going to piggyback has expired, therefore



MINUTES GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING August 4, 2020

an invitation to bid has been posted. The committees' new recommendation is to purchase 2 smaller shallow water vehicles. The purchase of the 2 will come in under the \$65,000 budget.

G. Chapter 175 Firefighters' Pension Plan

Director Bishop stated newly appointed Trustee Randy Ward was sworn in this morning. His first meeting will be August 13, 2020 @ 9:00am; the meeting will be held via zoom.

H. Local 2396 Report

Chief Schuldt stated the Union is having a meeting tonight and it will be their first vote on the tentatively agreed upon Labor Agreement.

II. OLD BUSINESS

A. AIW – Revised FY 20-21 Budget Meeting Schedule

Director Bishop present the revised FY 20-21 Budget Meeting Schedule. Commissioner Cottiers made a motion to add to the Commissioners' calendar: the First Public Hearing date of Wednesday September 9th @5:05pm (prior to the regular BOFC meeting) and the Final Public Hearing date of Monday, September 21st @ 5:05pm. Commissioner Gerrity seconded. Motion passed 5-0.

III. NEW BUSINESS

A. AIW- Audit Engagement Letter

Commissioner Gerrity moved to accept staff's recommendation and moved to authorize the Audit Engagement letter from Grau and Associates. Commissioner Stedman seconded. Motion passed 5-0.

B. AIW – Preferred Tips Grant

Commissioner Cottiers moved to confirm and support the District submitting the Preferred Tips Grant, is in the best interest of the District and accept the \$5,000 grant award. Commissioner Henning seconded. Motion passed 5-0.

C. AIW -AAA & CARES Grant

Commissioner Gerrity moved to confirm and support the submitting of the AAA Florida Safety Program grant and the CARES grant. Commissioner Stedman seconded. Motion passed 5-0.

D. AIW – HEROS Grant Application

Commissioner Stedman moved to proceed with accepting the pharmaceutical resources offered through the HEROS Program. Commissioner Cottiers seconded. Motion passed 5-0.

E. Public Comments on items not listed on Agenda

George Danz asked how old the City of Naples Firefighter who died as results of Covid-19 was. Chief Schuldt responded 55.

F. Comments by Commissioners

• Commissioner Stedman thanked staff for a nice job done on the budget and for being proactive applying for grants.



MINUTES GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING August 4, 2020

- Commissioners Cottiers & Stedman offered condolences for the loss of City of Naples FF Anthony Christensen.
- Commissioner Gerrity stated the Covid-19 related deaths of the Naples FF and Houston FF, need to remind our firefighters to remain safe.
- Commissioner Henning thanked staff for a well done budget and wished all to stay safe.
- Chairman Page stated staff has made tremendous progress identifying potential opportunities for District development of training, fleet and logistical needs.

IV. ADJOURNMENT

Commissioner Stedman made a motion to adjourn. Commissioner Cottiers seconded. Motion passed 5-0. Meeting adjourned 6:20pm.

Duly passed with a vote of ______ to _____ and adopted in session on the 9th day September 2020.

Chairman Jeff Page

Commissioner Tom Henning

Commissioner Charles Cottiers

Commissioner David Stedman

Commissioner Kevin Gerrity



MINUTES GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS FIRST BUDGET WORKSHOP AUGUST 4, 2020

Meeting Opened

Chairman Page called to order the First Budget Workshop of the Greater Naples Fire Rescue District's Board of Fire Commissioners at 3:30 pm., on August 4, 2020 via teleconference on Zoom. Present were Commissioners Page, Gerrity, Cottiers, Henning and Stedman. Executive staff in line: Fire Chief Schuldt, Director Bishop, Deputy Chiefs Hanson, Martin, Low and McLaughlin. Staff in attendance Suanne Woeste and Nicole Chesser. Public in attendance George Danz, Tom Purcell, and Randy Ward. Others were on line but not recognized.

- Chairman Page took roll call of the Commissioners on line.
- Commissioner Gerrity moved to approve Agenda as presented. Commissioner Stedman seconded. Motion passed 5-0.
- Chief Schuldt noted the FY20-21 Draft Budget is a 0% increase to the operating budget as presented from current year to next year. You will notice the use of \$528,125 into reserve, to address the anticipated Labor Agreement which has been tentatively agreed upon. Net increase from ad valorem revenue is approximately \$805,000; that added with the 500k from reserve, equals 1.3 million which is what it would take under tentative agreement to true out the past 2 years of Labor Agreement and 1 year moving forward.
- Deputy Director Bishop presented the GNFD Draft Proposed Budget for FY 20-21.
- Budget summary, all revenue sources: \$35,624,549

Carry forward from FY 19-20: \$6,877,878 Total General Fund Revenue: \$42,502,427

Expense Summary: \$36,152,674 Reserved for Contingency: \$6,349,753 Total General Fund Budget: \$42,502,427

Income-Expense: -\$528,125

- Proposed Draft Impact Fee Budget Total: \$7,449,850 with a projected carry forward of \$4,949,395.
- Proposed Draft Hydrant Budget Total: \$523,506 with a projected carry forward of \$477,206.

Discussion included:

- Three new positions
- Grants applied for FY20-21
- Future large apparatus purchase
- A Budget that doesn't use Reserves
- Unanticipated cost due to Covid-19 and wildfires

Chairman Page closed the Budget Workshop at 5:26pm.



MINUTES GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS FIRST BUDGET WORKSHOP AUGUST 4, 2020

Duly passed with a vote of ______ to _____ and adopted in session on the 9th of September, 2020.

Chairman Jeff Page

Commissioner Tom Henning

Commissioner Charles Cottiers

Commissioner David Stedman

Commissioner Kevin Gerrity



AUGUST, 2020

REPORTING OFFICER	Kingman Schuldt, Fire Chief
ТУРЕ	Monthly – Commission
SUBMITTAL DATE	September 3, 2020

ACTIVITIES REPORT

 $\underline{\text{COVID-19}}$ – As of September 1, 2020 District resources have made contact with 983 confirmed Status F patients including 159 total for August. The District is currently experiencing a reduced workforce of a single employee relating to COVID-19.

District strategic stockpiles of certain personal protective equipment (PPE) continue to be a priority. Essential PPE items have been significantly increased as well as working inventories in fire stations. Staff authorized a recent significant purchase of gloves, facemasks, and gowns that will enhance current inventories for the immediate future.

Strategic Stockpile Inventory

N95 Masks	Min/Max 10,000/15,000
Surgical Masks	Min/Max 5,000/7,500
Isolation Gowns	10,000
Cloth Facemasks	5,000
Isolation Gowns	10,000
Protective Eyewear – various	Min/Max 650/1,150
types	
Shoe Covers	200
Hand Sanitizers	30
Disinfecting Wipes	Min/Max 50/75 tubs
Gloves	
XS	50
S	125
Μ	150
L	150
XL	150
XXL	125
XXXL	50



The District successfully submitted application to Collier County (CollierCares) requesting federal stimulus funding from the Coronavirus Relief portion of the Coronavirus Aid, Relief and Economic Security (CARES) Act. The application was submitted for \$350,443.29; to pay for \$115,868 in expenses already incurred and a projected \$234,575 for future expenses.

The District partnered with the Florida Department of Health to develop a public service announcement emphasizing the use of facemasks in public.

District Physician, Doctor Tober has approved the District to develop an in-house long-term COVID-19 testing and tracking program. He is authorizing the purchase of the Abbott Labs ID NOW rapid testing platform. This will allow the District to test individuals during various stages of a person's infection and receive results in record time. The portable, rapid molecular ID NOW COVID-19 test has emerged as a viable option for first responders, with results in is quickly as 5 - 13 minutes. The ID NOW has been authorized by the FDA under an emergency use authorization and is becoming a favorable option for healthcare workers and first responders. Doctor Tober has additionally authorized the District to purchase and administer flu testing and vaccinations for all employees. The costs to initiate both programs may approach \$10,000.00; however, with more accurate testing and tracing the District anticipates a healthier workforce and a reduction in lost work-time. Currently, employees under surveillance for COVID-19 experience a 10 to 21-day period of isolation.

Eight of nine Electrostatic Disinfecting Sprayers and disinfecting solution have been deployed throughout the District. The units are designed to provide an electrical charge to the solution while being sprayed, allowing them to wrap conductive surfaces with an effective and even coverage in order to disinfect surfaces of germs. A user and training guide has been developed and the machines are widely available for use throughout the District.

Business operations remain unchanged with the majority of "day" personnel working remotely one to two-days per week. Essential services such as Fleet, Maintenance, and Logistics Technicians continue to work routine work schedules.

<u>Fit Testing</u> – As a result of limited supply chains it has been necessary to purchase varying brands of N95 facemasks. As a result, the EMS Branch coordinated another round of fit testing for all employees to determine applicability of use with all available types of face masks.

<u>Health Care</u> – On August 5th the District finalized negotiations with the District's current health care provider. The District received a rate hold for the upcoming year. The District's healthcare broker, Leading Edge did an exemplary job to represent the District's interests and were instrumental in securing the rate hold.



<u>Agritourism</u> – The District finalized the agreement with the Naples Wedding Barn located at 2250 28th Ave. SE and a sister property (White Rose) under development at 2320 Moulder Drive. These locations hold large wedding style gatherings with a high life-safety hazard potential. Under an Agritourism exemption certain "farms" are allowed to utilize existing barns for such events in order to supplement income. These buildings have potential high life-safety risks due to occupancy loads and limited fire detection and suppression measures permitted under certain circumstances. The final agreements are being presented to the Board for consideration.

<u>Station 25</u> – Staff has still not been provided a definitive opening date. As previously reported, once EMS has moved in and settled, the District will initiate internal efforts to follow suit.

<u>Ballistics</u> – 24 new sets of ballistics gear have been placed into service. This round included Fire and Life Safety personnel, Command staff personnel with operational responsibilities and a limited number of spare sets for operational units to be carried on the Battalion Commander units. The third and final round of equipment is expected in the near future and will be assigned to the remaining support personnel.

<u>Fleet</u> – Annual NFPA recommended annual ladder testing was conducted. Both Ladders 21 and 72 were successfully tested, along with Marco Island Tower 50.

Engines 61 and 20 received new communications headsets. It was necessary to send these units out of county for installation.

Engine 24 has been out of service for an extended period of time to undergo significant repairs and maintenance. This apparatus is nearing its end of service life as a front line apparatus and the work is necessary in order to ensure continued reliability.

Engine 270 (spare) is in the process of being upgraded to a ready-reserve status with a full equipment inventory. This will bring the reserve fleet of equipped apparatus to three.

<u>Marine Units</u> – Boat 90 generator underwent significant repairs; Boat 60 had a new fire pump installed. Both units are fully operational.

The Formal Bid period closed for the purchase of two new shallow water rescue vessels. The bids remain sealed and will be provided to the Board for evaluation during a public meeting.

<u>Knox Key Secure</u> – As the program continues to develop, the District has begun transitioning to Key Secure II units in all fire apparatus. Fleet and Fire and Life Safety are working together to coordinate the upgrade. When complete the Key Secure devices will accommodate both manual and wireless keys. Future development within the County is incorporating state of the art keyless entry systems that the Fire District will now be able to access without a manual key.

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<u>District Growth</u> – Staff continues to develop options to address the District's ability to manage its infrastructure with existing facility resources. As a result, the District has been forced to consolidate services, repurpose outdated facilities, and rent warehouse space to accommodate logistical support

capabilities. Staff is actively working a number of options including partnerships with Collier County, purchase of existing properties/facilities and development of District owned property.

<u>Logistics</u> – A number of projects have been completed over recent weeks. HVAC systems at Station 71, Fire and Life Safety and the Administrative Headquarters have been replaced or received major service.

Station 90 dock is undergoing a large maintenance effort to replace all decking. Station personnel are providing labor and working with Logistics to complete the project. The facility generator also received significant maintenance including the transfer switch, and is fully operational.

Station 21 received roof repairs to address a significant leak. The generator project is currently at the County going through the permitting process.

Station 22 received a new parking lot light pole and interior painting and lighting enhancements in the stairwell exit-way to the apparatus bay.

Station 23 – The HVAC system received maintenance/repairs to ensure continued operability. A new stove and washing machine were also purchased and installed.

Station 60 generator received significant maintenance that included the transfer switch repairs.

<u>Training</u> – Personnel attended facilitated training at a number of acquired structures located on Pine Street over a several week period. This was of significant effort considering public distancing requirements. Training personnel were required to deliver multiple sessions each day, including single engine companies per session.

<u>Personnel</u> - Staff is preparing for firefighter applicant testing and interviews that will include a new screening process comprised of a written test. Interviews for Finance Manager and Maintenance Technician are currently scheduled and the Fire Inspector application remains open.

<u>Communications and Public Relations</u> - The District's website is being updated to enhance landing points with updated, current information relating to public education and service announcements. The Employment Opportunities page has been updated to provide enhanced details of current job openings with "Join Our Team" Career Opportunities pages. Weekly public service announcement video messages have been instituted and made available on the District's website, social media platforms and community email group. COVID-19 and Back to School Safety messages have been produced to date.

FCR Page 4 of 8



Upcoming Travel None scheduled

MEETINGS AND EVENTS

- Participated in the following teleconferences as board or committee member for the following organizations:
 - o Southeastern Association of Fire Chiefs
 - o EMS Advisory Council
 - o Disaster Response Committee
 - o International Association of Fire Chiefs
- Meetings
 - o Operations Daily Briefing
 - o Weekly Command Staff
 - o Collier County COVID-19 Partners
 - o GDC
 - o Boat Bid Review
 - o FY 20-21 Budget
 - o Annual Healthcare Renewal
 - o County Re: GNFD Warehouse
 - o A Safe Haven Media Project
 - o Wake Up Naples Chamber
 - o Hiring
 - o IAFC Conference
 - o FFCA Summer Business
 - o Hurricane Planning
 - o Station 63 FDOT Contract
 - o CCFEMSCA

PUBLIC PROGRAMS

August Events- 17 August Contacts- 3,000

YTD Events- 84 YTD Contacts- 65,728

Customer Satisfaction Surveys Emergency Response- 0 Fire & Life Safety- 2 Administrative- 2

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OPERATIONS SECTION

Call Volume Statistics- July 2020

Total Incidents	2045
Total Responses	2524 (based on all apparatus)
Medical / Rescue	1250 calls for service
Percentage Medical	61.12%
Fire / Other	795 calls for service
Busiest Response Unit	EN75 269 Incidents
Busiest Day of Week	Friday 356 Incidents
Busiest Time of Day	16:00 to 16:59 131 Incidents
Busiest Station	Sta. 21 255 calls

Call Volume Statistics- August 2020

1889
2386 (based on all apparatus)
1076 calls for service
56.96%
813 calls for service
EN75 249 Incidents
Sunday 316 Incidents
11:00 to 11:59 122 Incidents
Sta. 21 246

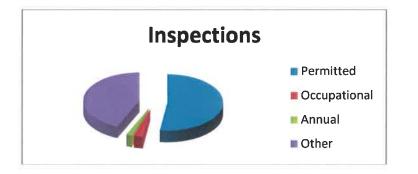
FIRE & LIFE SAFETY SECTION

Inspection Statistics- July 2020

Permitted Inspections: 517 Occupational/Business Tax License Inspections: 26 Annual Inspections: 17 Other Inspections: 432 Remote Video Inspections: 83 Average wait time for an inspection in July: 2 Days Current wait time as of August 11th: 2 Days

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Investigations- July 2020

Number of fire investigations: 1 Hours spent: 26

Fire Plans Review Statistics- July 2020

Fire Plan Building Reviews: 418; decrease of 44 from June Site Development/Planning Reviews: 52; decrease of 10 from June Everglades City Building Reviews: 10; decrease of 2 from June Average Review Time: 3 Days



PROFESSIONAL DEVELOPMENT SECTION

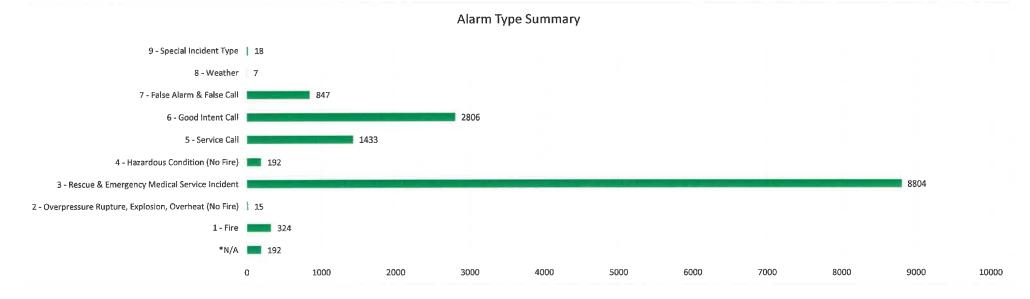


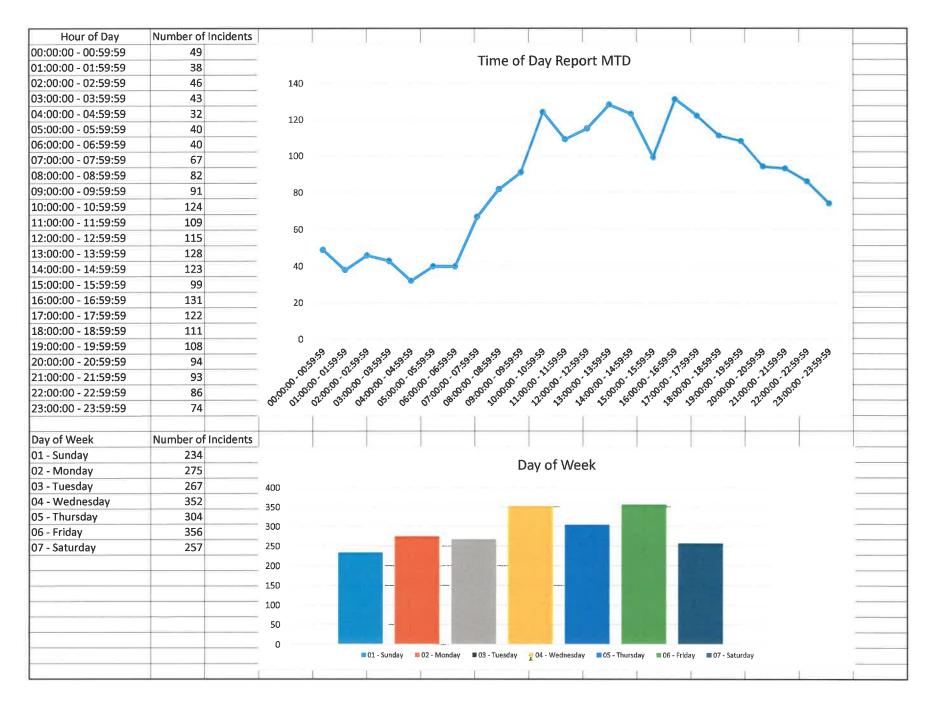


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Alarm Summary

Basic Incident Type Category (FD1.21)	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
*N/A	56	32	47	10	5	21	21				î		192	1.31%
1 - Fire	20	40	55	64	71	42	32						324	2.21%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	4		1	2	2	3	3						15	0.10%
3 - Rescue & Emergency Medical Service Incident	1,447	1,350	1377	1131	1068	1,181	1250						8804	60.14%
4 - Hazardous Condition (No Fire)	29	24	17	27	36	36	23						192	1.31%
5 - Service Call	202	178	225	183	243	192	210						1433	9.79%
6 - Good Intent Call	412	412	413	350	460	367	392						2806	19.17%
7 - False Alarm & False Call	115	141	101	98	138	141	113						847	5.79%
8 - Weather	0				2	4	1						7	0.05%
9 - Special Incident Type	2	5	3	1	1	6							18	0.12%
Total Summary	2287	2182	2239	1866	2026	1993	2045						14638	
Responses by Day Average	73.8	70.4	72.2	60.2	65.35	64.29	65.97							
Responses by Station Average	152	145	149	124	135.07	132.87	136.33							
Medical vs. Fires and Other Calls	63.27%	61.87%	61.50%	60.61%	52.71%	59.26%	61.12%							





Apparatus Reponses 2020

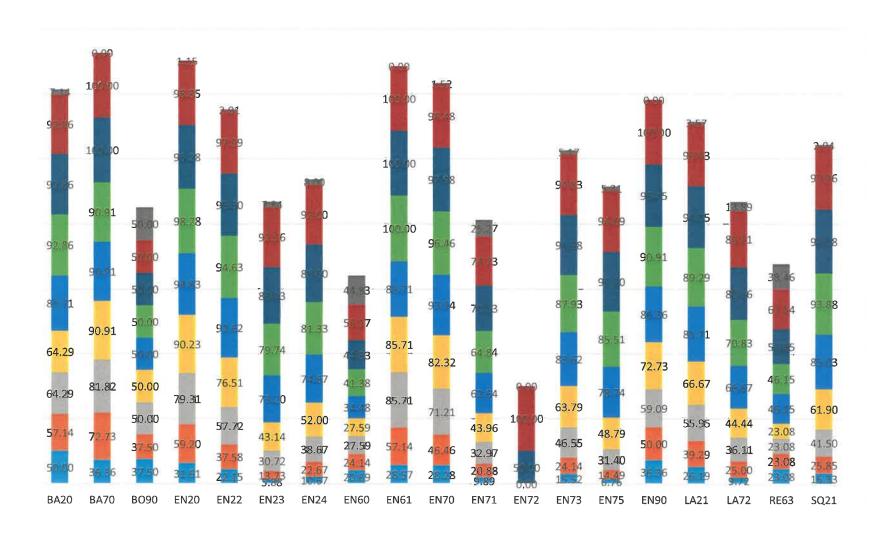
UNIT	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
N/A	2					3	2						7	0.049
AT23				4	2								6	0.03
AT63				2	4	2	1						9	0.05
BA20	113	165	127	115	104	126	97						847	4.51
BA70	110	137	127	139	168	148	122						951	5.06
BO60	6	5	2	2		4	4						23	0.12
BO90	13	14	9	9	19	16	21						101	0.54
BR21	4	9	5	7	18	3	5						51	0.27
BR22	1		3	2	1	3	2						12	0.06
BR71	8	2	7	14	23	17	7						78	0.42
BR72	8	8	3	12	24	1	1						57	0.30
BR73	3	2	2	12	22	4	3						48	0.269
CA223	5	1	7	8	22	3	3						49	0.26
CH200	4.4		2		10	3	1						4	0.02
CH210	11	4	3	9	18	8	3						56	0.30
CH220	222	226	242	2	1	3	244						4800	
EN20 EN21	232	236	242	192	182	213	211						1508	8.03
	227	60	60	463	100	200	100						120	0.649
EN22	227	188	197	163	180	200	192						1347	7.179
EN23	251	217	237	184	198	194	196						1477	7.86
EN24	134	121	118	84	112	122	119						810	4.319
EN25 EN60	20	25	42	24	20	1	22						1	0.019
	39 17	35	43	26	28	32	32						235	1.259
EN61		21	14	20	14	15	10						111	0.599
EN70 EN71	224	240	239	199	222	249	243						1616	8.609
	119	107	121	116 57	139	122	106						830	4.429
EN72 EN73	49	133	15	57 130	67	1 121	6 148						195	1.049
	151 310	278	144	241	175								1002	5.335
EN75 EN90	47	35	291 46	241	300 46	287 22	269 38						1976	10.529
LA21	173	139	70	100		118							258	1.375
LAZI LA72	95	113	102	42	102 42	136	121						823	4.38
RE63									_				656	3.499
	13	17	2	12	16	17	22						99	0.539
SQ21	226	206	236	237	193	208	178						1484	7.909
SQ272	116	107	111	97	102	93	87					_	713	3.799
SQ72	22	12	17	21	20	34	11						137	0.739
SQ76	124	122	146	113	114	117	117						853	4.549
WT20	8	5	6	2	4	5	1						31	0.169
WT60	1	1	1	4	2	2	4	_					13	0.079
WT63 WT70	1	2 12	4		7	3 15	3						22	0.129
	6	3	9 6	20	32 23	15	8						102	0.549
WT71	4	3	D	12	23	14	4		_				66	0.359
	2873	2757	2772	2435	2746	2683	2524						18790	
2500					Ар	paratus	Respon	ses YTI	þ					
000						1616		1976						
.500		1508	1477								14	84		
000 500	951			810	_	830		002	258	656		713	853	
o		BA20 # BA70	EN21 EN23	* EN24 EN6	111 	170 E N71 E	EN742 ■ EN73 ■	EN75 EN90	■LA21 ■LA72	RE63 8.50	99	S072 NWT20		

Responses by Station

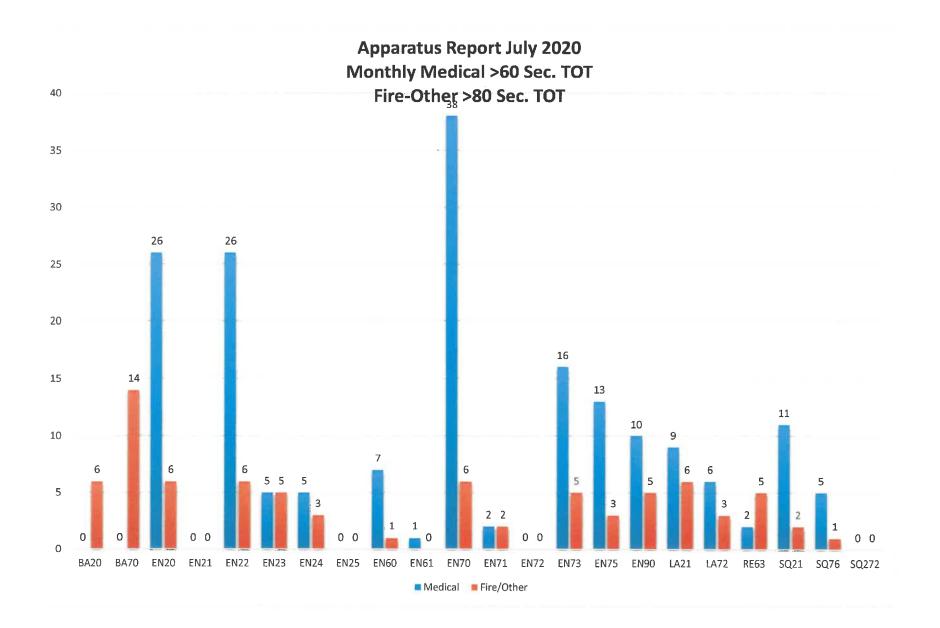
Station	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total		
*NA	55	32	44	10	3	21	21						186	1.26%	
Station 20	207	210	221	175	163	188	197						1361	9.25%	
Station 21	320	350	303	292	264	270	255						2054	13.96%	
Station 22	209	167	172	151	172	172	174						1217	8.27%	
Station 23	243	212	224	170	197	182	179						1407	9.57%	
Station 24	108	105	104	79	104	104	112						716	4.87%	
Station 60	32	39	41	26	27	31	35						231	1.57%	
Station 61	14	16	11	18	9	8	7						83	0.56%	
Station 63	11	16	5	13	16	14	22						97	0.66%	
Station 70	213	238	234	196	217	239	234						1571	10.68%	
Station 71	122	105	120	124	189	136	110						906	6.16%	
Station 72	179	165	183	149	166	158	167						1167	7.93%	
Station 73	136	122	134	108	146	101	130						877	5.96%	
Station 75	281	251	263	222	276	233	243						1769	12.03%	
Station 76	107	111	129	102	101	101	109						760	5.17%	
Station 90	50	43	51	31	57	33	42						307	2.09%	
	2287	2182	2239	1866	2107	1991	2037						14709	100.00%	
		2	2054												
2000															
		1									1769				
1500		1361	1	1407				1571							
		1501	1217						116	7	Č			_	
1000									906	877					
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	186				23	31	97	LÉ T				307	,		
(= *NA - •	Station 20	Station 21 -S	tation-22 🔳 Stat	ion 23 - Statio	n 24 🖬 Station	83	97	Station	e pration 71	Station 72	Station 73	Station 75	ition 76 Statio	n 90	
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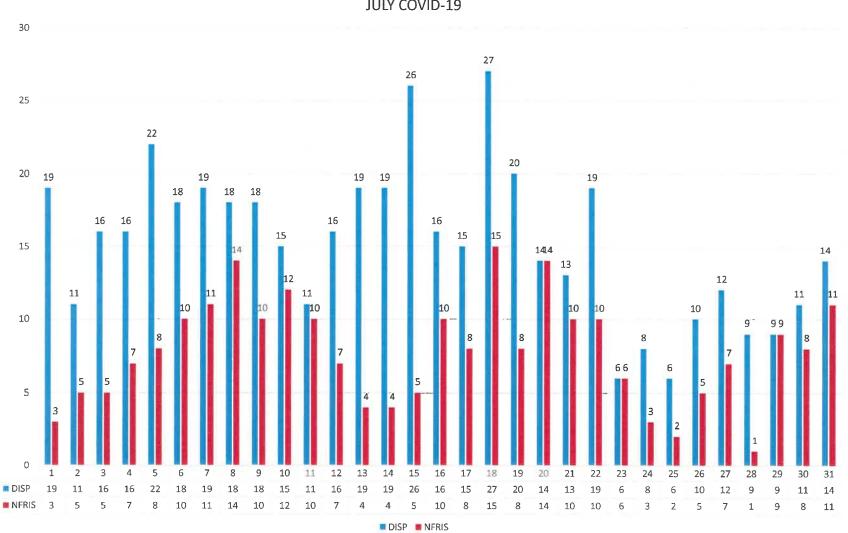
	GREATER NAPLES FRACTILE TRAVEL TIMES								
FROM 7/	1/2020 TC	7/31/202	20						
Unit	< 4 Min	< 5 Min	< 6 Min	< 7 Min	< 9 Min	< 10 Min	< 11 Min	< 12 Min	> 12 Min
BA20	50.00	57.14	64.29	64.29	85.71	92.86	92.86	92.86	7.14
BA70	36.36	72.73	81.82	90.91	90.91	90.91	100.00	100.00	0.00
BO90	37.50	37.50	50.00	50.00	50.00	50.00	50.00	50.00	50.00
EN20	31.61	59.20	79.31	90.23	94.83	98.28	98.28	98.85	1.15
EN22	22.15	37.58	57.72	76.51	92.62	94.63	95.30	97.99	2.01
EN23	5.88	13.73	30.72	43.14	73.20	79.74	86.93	92.16	7.84
EN24	10.67	22.67	38.67	52.00	74.67	81.33	88.00	92.00	8.00
EN60	20.69	24.14	27.59	27.59	34.48	41.38	44.83	55.17	44.83
EN61	28.57	57.14	85.71	85.71	85.71	100.00	100.00	100.00	0.00
EN70	28.28	46.46	71.21	82.32	93.94	96.46	97.98	98.48	1.52
EN71	9.89	20.88	32.97	43.96	62.64	64.84	70.33	74.73	25.27
EN72	0.00	0.00	0.00	0.00	0.00	0.00	50.00	100.00	0.00
EN73	15.52	24.14	46.55	63.79	83.62	87.93	91.38	94.83	5.17
EN75	6.76	14.49	31.40	48.79	78.74	85.51	91.30	94.69	5.31
EN90	36.36	50.00	59.09	72.73	86.36	90.91	95.45	100.00	0.00
LA21	26.19	39.29	55.95	66.67	85.71	89.29	94.05	96.43	3.57
LA72	9.72	25.00	36.11	44.44	66.67	70.83	80.56	86.11	13.89
RE63	23.08	23.08	23.08	23.08	46.15	46.15	53.85	61.54	38.46
SQ21	16.33	25.85	41.50	61.90	85.03	93.88	97.28	97.96	2.04
SQ272	11.94	23.88	25.37	43.28	76.12	92.54	92.54	98.51	1.49
SQ76	7.78	21.11	35.56	54.44	84.44	90.00	96.67	98.89	1.11

Fractile Report



■ < 4 Min ■ < 5 Min ■ < 6 Min ■ < 7 Min ■ < 9 Min ■ < 10 Min ■ < 11 Min ■ < 12 Min ■ > 12 Min

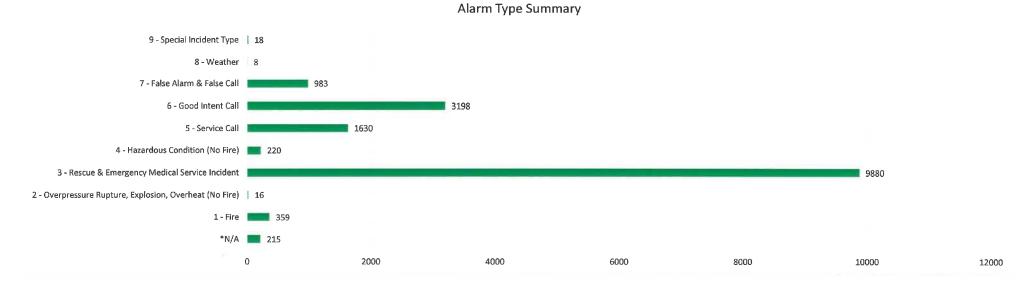


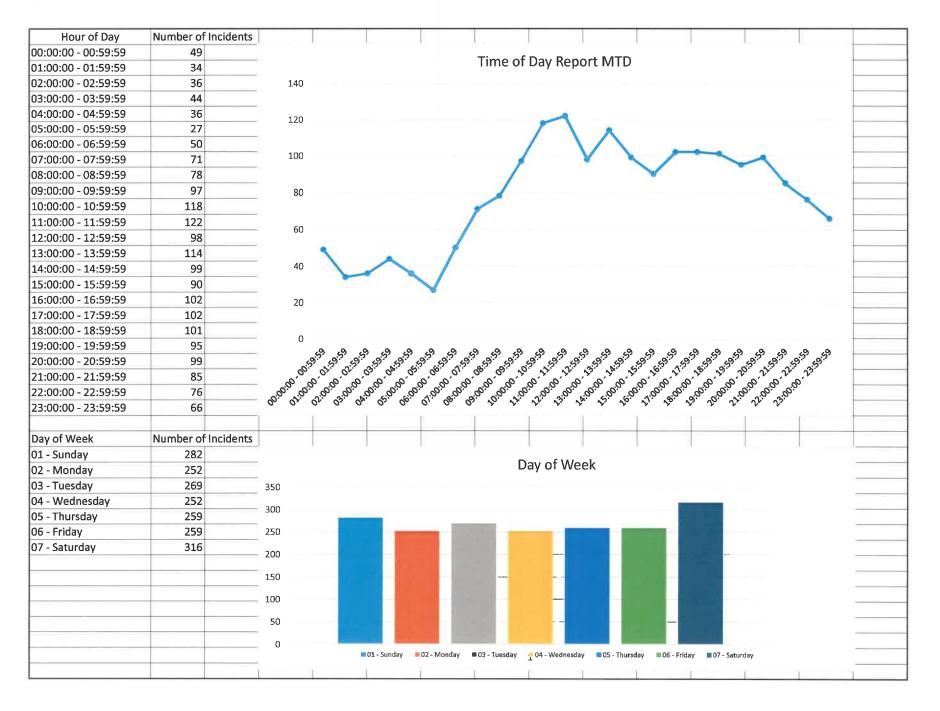


JULY COVID-19

Alarm Summary

Basic Incident Type Category (FD1.21)	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
*N/A	56	32	47	10	5	21	21	23					215	1.30%
1 - Fire	20	40	55	64	71	42	32	35					359	2.17%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	4		1	2	2	3	3	1					16	0.10%
3 - Rescue & Emergency Medical Service Incident	1,447	1,350	1,377	1,131	1,068	1,181	1,250	1,076					9880	59.78%
4 - Hazardous Condition (No Fire)	29	24	17	27	36	36	23	28					220	1.33%
5 - Service Call	202	178	225	183	243	192	210	197					1630	9.86%
6 - Good Intent Call	412	412	413	350	460	367	392	392					3198	19.35%
7 - False Alarm & False Call	115	141	101	98	138	141	113	136					983	5.95%
8 - Weather	0				2	4	1	1					8	0.05%
9 - Special Incident Type	2	5	3	1	1	6							18	0.11%
Total Summary	2287	2182	2239	1866	2026	1993	2045	1889					16527	
Responses by Day Average	73.8	70.4	72.2	60.2	65.35	64.29	65.97	60.94						
Responses by Station Average	152	145	149	124	135.07	132.87	136.33	125.93						
Medical vs. Fires and Other Calls	63.27%	61.87%	61.50%	60.61%	52.71%	59.26%	61.12%	56.96%						





Apparatus Reponses 2020

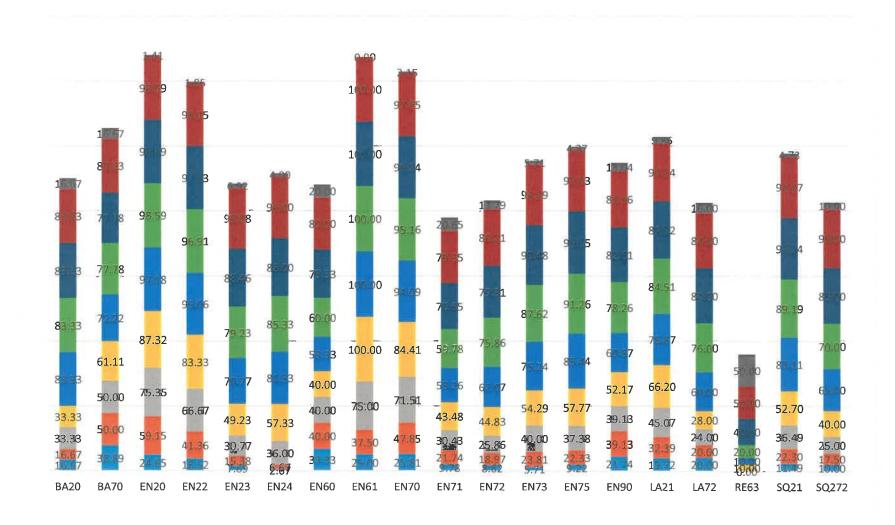
UNIT	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
N/A	2					3	2						7	0.039
AT23				4	2								6	0.03
AT63				2	4	2	1	2					11	0.05
3A20	113	165	127	115	104	126	97	94					941	4.44
3A70	110	137	127	139	168	148	122	140					1091	5.15
3060	6	5	2	2	100	4	4	1					24	0.11
3090		14	9	9	19	16	21	17						0.56
	13							1/					118	
BR21	4	9	5	7	18	3	5						51	0.24
BR22	1		3	2	1	3	2						12	0.06
BR71	8	2	7	14	23	17	7	6					84	0.40
3R72	8	8	3	12	24	1	1				_		57	0.27
3R73	3	2	2	12	22	4	3	3					51	0.24
A223	5	1	7	8	22	3	3	1					50	0.24
H200						3	1						4	0.02
H210	11	4	3	9	18	8	3	6					62	0.29
H220				2	1	3		1					01	0.25
EN20	222	236	242	192	182	213	211	175					1000	7.95
	232			192	182	213	211	1/5					1683	
N21		60	60										120	0.57
EN22	227	188	197	163	180	200	192	192					1539	7.27
EN23	251	217	237	184	198	194	196	168					1645	7.77
N24	134	121	118	84	112	122	119	110					920	4.34
N25						1							1	0.00
EN60	39	35	43	26	28	32	32	22					257	1.21
N61	17	21	14	20	14	15	10	11					122	0.58
			-									_		
EN70	224	240	239	199	222	249	243	217					1833	8.66
N71	119	107	121	116	139	122	106	111					941	4.44
EN72	49	_	15	57	67	1	6	102					297	1.40
EN73	151	133	144	130	175	121	148	141					1143	5.40
EN75	310	278	291	241	300	287	269	249					2225	10.51
EN90	47	35	46	24	46	22	38	34					292	1.38
A21	173	139	70	100	102	118	121	107					930	4.39
A72	95	113	102	42	42	136	126	43					699	3.30
RE63	13	113	2	12	16	150	22	20					119	0.56
			-											
Q21	226	206	236	237	193	208	178	172					1656	7:82
Q272	116	107	111	97	102	93	87	67					780	3.68
SQ72	22	12	17	21	20	34	11	20					157	0.74
5Q76	124	122	146	113	114	117	117	138					991	4.68
VT20	8	5	6	2	4	5	1						31	0.15
VT60	1	1	1	4	2		4	3					16	0.08
VT63	1	2	4	2	7	3	3	5					27	0.13
VT70	6	12	9	20	32	15	8	5					107	0.51
VT71	4	3	6	12	23	14	4	3					69	0.33
	2873	2757	2772	2435	2746	2683	2524	2386					21176	
00					Ар	paratus	Respon	2225	,					
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	1091							143					991	
00	941			920		941			9	699		780		
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												10		

Responses by Station

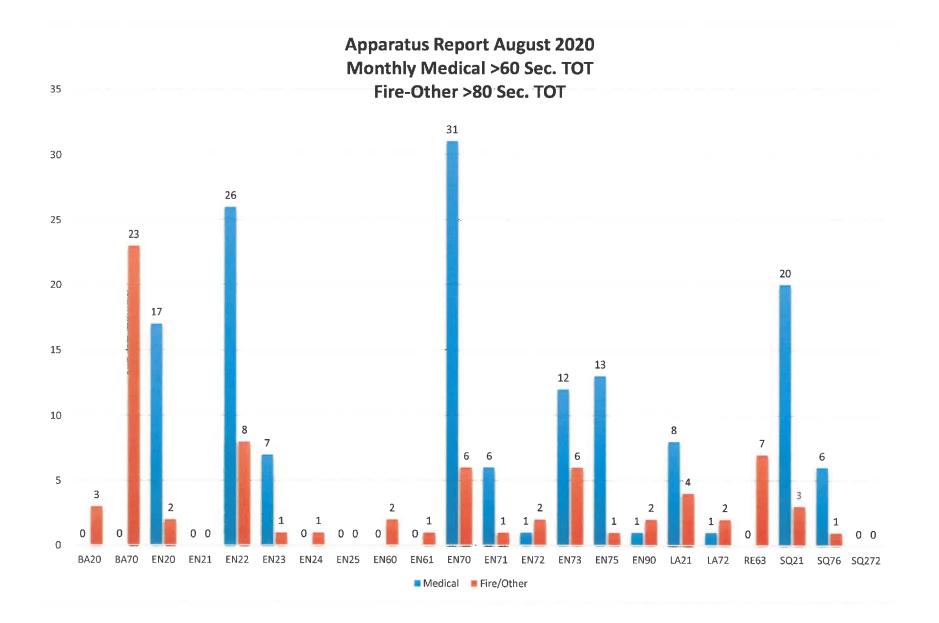
	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total		
*NA	55	32	44	10	3	21	21	28					214	1.29%	
Station 20	207	210	221	175	163	188	197	161					1522	9.14%	
Station 21	320	350	303	292	264	270	255	246					2300	13.82%	
Station 22	209	167	172	151	172	172	174	177			1		1394	8.37%	
Station 23	243	212	224	170	197	182	179	162					1569	9.43%	
Station 24	108	105	104	79	104	104	112	103					819	4.92%	
Station 60	32	39	41	26	27	31	35	23					254	1.53%	
Station 61	14	16	11	18	9	8	7	10					93	0.56%	
Station 63	11	16	5	13	16	14	22	17					114	0.68%	
Station 70	213	238	234	196	217	239	234	222					1793	10.77%	
Station 71	122	105	120	124	189	136	110	118					1024	6.15%	
Station 72	179	165	183	149	166	158	167	157					1324	7.95%	
Station 73	136	122	134	108	146	101	130	118					995	5.98%	
Station 75	281	251	263	222	276	233	243	229					1998	12.00%	
Station 76	107	111	129	102	101	101	109	126					886	5.32%	
Station 90	50	43	51	31	57	33	42	41					348	2.09%	
	2287	2182	2239	1866	2107	1991	2037	1938					16647	100.00%	
		23	300												
			T. 7												
2000			1								1998				
2000								1793			1998				
2000				4560				1793			1998				
		1522	100	1569				1793			1998				
2000		1522	1394					1793	132	4	1998				
		1522	1394					1793	132	4	1998				
		1522	1394					-			1998				
		1522	1394					-	1324	4 995		886			
1500		1522	1394		819			-				886			
1500		1522	1394		819			-				886			
1500 1000		1522	1394		819			-				886			
1500		1522	1394					-				886 348			
1500 1000	214	1522	1394		819			-				2	3		
1500	214	1522	1394			54 93	114	-				2	3		
1500 1000 500	214 Station 20		1394				114 enanom 53.	-		995		348	s atton 76 Statio	n 90	

GREATER NAPLES FRACTILE TRAVEL TIMES									
FROM 8	/1/2020 TC) 8/31/202	20						
Unit	< 4 Min	< 5 Min	< 6 Min	< 7 Min	< 9 Min	< 10 Min	< 11 Min	< 12 Min	> 12 Min
BA20	16.67	16.67	33.33	33.33	83.33	83.33	83.33	83.33	16.67
BA70	38.89	50.00	50.00	61.11	72.22	77.78	77.78	83.33	16.67
EN20	24.65	59.15	75.35	87.32	97.18	98.59	98.59	98.59	1.41
EN22	18.52	41.36	66.67	83.33	95.06	96.91	97.53	98.15	1.85
EN23	7.69	15.38	30.77	49.23	70.77	79.23	88.46	93.08	6.92
EN 24	2.67	6.67	36.00	57.33	81.33	85.33	88.00	96.00	4.00
EN60	33.33	40.00	40.00	40.00	53.33	60.00	73.33	80.00	20.00
EN61	25.00	37.50	75.00	100.00	100.00	100.00	100.00	100.00	0.00
EN70	25.81	47.85	71.51	84.41	94.09	95.16	96.24	97.85	2.15
EN71	9.78	21.74	30.43	43.48	53.26	59.78	70.65	79.35	20.65
EN72	8.62	18.97	25.86	44.83	62.07	75.86	79.31	86.21	13.79
EN73	5.71	23.81	40.00	54.29	75.24	87.62	90.48	94.29	5.71
EN75	9.22	22.33	37.38	57.77	85.44	91.26	95.15	95.63	4.37
EN90	21.74	39.13	39.13	52.17	60.87	78.26	82.61	86.96	13.04
LA21	19.72	32.39	45.07	66.20	78.87	84.51	87.32	90.14	9.86
LA72	20.00	20.00	24.00	28.00	60.00	76.00	84.00	84.00	16.00
RE63	0.00	0.00	0.00	10.00	10.00	20.00	40.00	50.00	50.00
SQ21	11.49	22.30	36.49	52.70	83.11	89.19	93.24	95.27	4.73
SQ272	10.00	17.50	25.00	40.00	65.00	70.00	85.00	90.00	10.00
SQ76	7.14	21.43	38.39	59.82	86.61	91.96	94.64	97.32	2.68

Fractile Report



■ < 4 Min ■ < 5 Min ■ < 6 Min ■ < 7 Min ■ < 9 Min ■ < 10 Min ■ < 11 Min ■ < 12 Min ■ > 12 Min



DISP

AUGUST COVID-19

■ JISP 2 ■ NFAIS

NFRIS

OLD BUSINESS

Agenda Item:	II. A.
Meeting Date:	September 3, 2020
Subject:	Shallow Water Marine Units
Prepared By:	Caleb Morris, Division Chief

Background

During the 2019-2020 budget cycle, the Board of Fire Commissioners approved an impact fee expenditure of \$65,000 for the purchase of a shallow-water marine vessel. A specification committee of members of the marine emergency response team (MERT) assembled, and after further research, the committee recommended the purchase of two shallow water vessels. Their recommendation is within the budgeted amount and is preferred, allowing the District to address a variety of water conditions currently inaccessible.

A specification package was put together and sent out for bid, allowing 30 days for respondents to submit sealed bids in accordance with District purchasing policy. Only one sealed Bid was received.

Funding Source/Financial Impact

During the 2019-2020 budget cycle, the Board of Fire Commissioners approved an impact fee expenditure of \$65,000 for the purchase of a shallow-water marine vessel.

Recommendation

Staff recommends the Board authorize the release up to \$65,000 to purchase of two vessels and two trailers for \$58,346.80 in accordance with the District bid process and the remainder will be used for equipment required for each vessel.

Potential Motion

I move to authorize the release of up to \$65,000 from Impact fees for the purchase of two vessels and two trailers based on the bid received from Millers Boating Center, Inc. Ocala Florida for \$58,346.80 and authorize the balance to be used for ancillary communications, navigation, and other equipment.

Fire Chief Review

September 9, 2020 BOFC Meeting



1661 N.W. 57th Street Ocala, FL. 34475 Phone (352) 622-7757 Fax (352) 629-3043

August 14th, 2020

Chief Caleb Morris Greater Naples fire Rescue District 14575 Collier Blvd Naples, Florida 34119

Re: Bid No. 08-01-2020

Chief Morris,

Thank you for the opportunity to provide your department with a quote for (2) Gator-Tail boat packages.

I have included the original bid form, as requested, along with the required (5) copies. Also included with each copy of the bid form is an itemized quote of each package to provide more detail of each boat if needed.

Thanks again, and feel free to contact me with any questions

Milles

Jeffrey L. Miller President, Millers Boating Center, Inc. 1661 NW 57th St. Ocala, Fl. 34475 (352) 622-7757



Greater Naples Fire Rescue District

14575 Collier Blvd. Naples Fl. 34119, www.greaternaplesfire.org

Bid Form

Company Name: Millers Boating Center, Inc.

_, we

propose to the Greater Naples Fire Rescue District in accordance with Bid Specifications to provide two (2) year 2021, 18 foot, GatorTail boats, with trailers.

ltem	Description	Qty	Unit Cost	Total Price
1	Year 2021 18ft GatorTail Boat	2/each	\$17604.00	\$35208.00
	New 2020/2021 Gator-Tail G.T.R. 40			
2	XD-LS	1/each	\$ 9,419.50	\$ 9,419.50
3	New 2020/2021 Yamaha F70LA	1/each	\$9,101.30	\$9,101.30
4	Trailer	2/each	\$2,309.00	\$4,618.00

Equivalent (if applicable):

ltem	Description	Qty	Unit Cost	Total Price
1		2/each	\$	\$
2		1/each	\$	\$
3		1/each	\$	\$
4	Trailer	2/each	\$	\$

Completed Delivery: <u>90</u> days, after receipt of order.

Payment Terms: NET 30, if other specify here: ______

Any letters, attachments, or additional information to be considered part of the Bid must be submitted in duplicate.

Company Name: Millers Boating Center, Inc.

Name and Title of Submitter (print): Jeffrey L. Miller

Signed: 4

discritify that I and authorized to execute this Bid and commit the bidding firm)

Address: 1661 NW 57th St.

District/State: Ocala, Fl. 34475

Telephone No. (352) 622-7757 or 1-877-898-7757, sales@MillersBoating.com

Page 15 of 15



1661 N.W. 57th St., Ocala, Fl. 34475 (352) 622-7757, fax (352) 629-3043, JeffM@MillersBoating.com

Price Quote for Greater Naples Fire Rescue Brad Buczko (239) 963-5282 cell, BradBuczko@gmail.com

		R	egular Pricing	Dis	counted Pricing
New 2021 Gator-Tail GTE	3 1860 Extreme	\$	7,285.00	\$	7,067.00
All Welde	ed Hull		incl		incl
Front Dec	ck with Storage		incl		incl
Console	Steering Kit - without controls, cables, wiring harness	\$	1,825.00	\$	1,770.00
Console	Rigging Labor without Motor Controls	\$	896.50	\$	870.00
Open Re	ar Deck w/ (1) Seat Base	\$	450.00	\$	437.00
	age Box - Welded on Port Side	\$	550.00	\$	534.00
	age Box - Welded on Starboard Side	\$	550.00	\$	534.00
	y Package #2	\$	827.50	\$	803.00
	Fuel Tank, Auto Bilge, Nav Lights		incl		incl
	ent Light Rack	\$	615.00	\$	597.00
	ight & Bracket	\$	400.00	\$	388.00
	nent Alley Lights (2 @ \$200)	\$	400.00	\$	388.00
	hent Strobe Light - flashing red w/ controller	\$	550.00	\$	534.00
	ls (Welded along each side)	\$	300.00	\$	291.00
	Paint Color - Red	\$	1,050.00	\$	1,019.00
	rf - Gray - Installed	\$	750.00	\$	728.00
	to Dealership	\$	995.00	\$	695.00
		\$	17,444.00	\$	16,655.00
		Ŷ	17,111.00	•	10,000100
New 2021 Road King RKI	-S 17-18 Aluminum Trailer	\$	1,972.22	\$	2,309.00
13" LRC	Radial Tires and Aluminum Rims exchange	\$	200.00		incl
Aluminun	n Spare Tire and Mount	\$	221.90		incl
	I Set of 2 x 4 Bunks for 2 Crossmembers	\$	100.00		incl
2x4 Bunk	Skids exchange	\$	30.00		incl
LED Ligh			std		incl
	n Fenders with Boards		std		incl
		•	7 070 00	•	0.047.00
New 2021 Yamaha F70L/		\$	7,970.00	\$	6,247.80
	ontrol #704-48205-R0-00	\$	321.85	\$	270.00
-	Switch #704-82570-12-00	\$	179.10	\$	149.00
	ness # 688-8258A-60-00	\$ \$	140.15	\$	119.00
÷	ch w/ Hour Meter # 6Y8-0E83R-81-00	\$	376.30	\$	325.00
Control C		\$	120.00	\$	96.00
Talon SS	SDS Stainless Steel Prop	\$	553.20	\$	490.00
Dealer installe	d Items:				
Batterv w	ith Box or Tray	\$	135.00	\$	129.00
	Battery Switch	\$	95.00	\$	75.00
	s 4" Hydraulic Jack Plate w/ Switch	\$	1,279.95	\$	1,150.00
	ep, Tie Down Straps, and Misc	\$	645.00	\$	545.00
	o Naples - 250 miles	\$	562.50	\$	450.00
				\$	29,009.80
	Tire Disposal Fee		3.00	\$	3.00
	Battery Disposal Fee		1.50	\$	1.50
	Sales Tax			\$	-
	Total Purchase Price			\$	29,014.30
	Septem <mark>Bepaged2026fBMille</mark> C	Meetir	ng		^{8/14/2020} 52



1661 N.W. 57th St., Ocala, FI. 34475 (352) 622-7757, fax (352) 629-3043, JeffM@MillersBoating.com

Price Quote for Greater Naples Fire Rescue Brad Buczko (239) 963-5282 office, BradBuczko@gmail.com

				Regular Pricing	Disc	counted Pricing
New	2021	Gator-Tail GTB 1860 Extreme	\$	7,285.00	\$	7,067.00
		All Welded Hull		incl		incl
		Front Deck with Storage		incl		incl
		Console Steering Kit	\$	2,229.00	\$	2,163.00
		Console Rigging Labor	\$	996.50	\$	967.00
		Open Rear Deck w/ (1) Seat Base	\$	450.00	\$	437.00
		Side Storage Box - Welded on Port Side	\$	550.00	\$	534.00
		Side Storage Box - Welded on Starboard Side	\$	550.00	\$	534.00
		Accessory Package #2	\$	827.50	\$	803.00
		11 Gal Fuel Tank, Auto Bilge, Nav Lights	,	incl	•	incl
		Enforcement Light Rack	\$	615.00	\$	597.00
		Swamp Light & Bracket	\$	400.00	\$	388.00
		Enforcement Alley Lights (2 @ \$200)	\$	400.00	\$	388.00
		Enforcement Strobe Light - flashing red w/ controller	\$	550.00	\$	534.00
		Hand Rails (Welded along each side)	\$	300.00	\$	291.00
		Custom Paint Color - Red	φ \$	1,050.00	\$	
		Hydra Turf - Gray - Installed	\$	750.00		1,019.00 728.00
		Freight into Dealership	¢ ¢	995.00	\$ \$	
		Fleight into Dealership	\$			695.00
			\$	17,948.00	\$	17,145.00
New	2021	Road King RKFS 17-18 Aluminum Trailer	\$	1,972.22	\$	2,309.00
		13" LRC Radial Tires and Aluminum Rims exchange	\$	200.00		incl
		Aluminum Spare Tire and Mount	\$	221.90		incl
		Additional Set of 2 x 4 Bunks for 2 Crossmembers	\$	100.00		incl
		2x4 Bunk Skids exchange	\$	30.00		incl
		LED Lights	*	std		incl
		Aluminum Fenders with Boards		std		incl
New	2021	Gator-Tail GTR 40 XD-LS	\$	9,195.00	\$	8,925.00
		Stainless Propeller		incl		incl
		Black Painted Motor		std		incl
		Freight to Dealership	\$	350.00		incl
		Dealer Installed Items:				
		Battery with Box or Tray	¢	135.00	¢	129.00
			\$		\$	
		On / Off Battery Switch	\$	95.00	\$	75.00
		Dealer Prep, Tie Down Straps, and Misc	\$ \$	395.00	\$	295.00
		Delivery to Naples - 250 miles	Ф	562.50	\$	450.00
					\$	29,328.00
		Tire Disposal Fee	\$	3.00	\$	3.00
		Battery Disposal Fee		1.50	\$	1.50
		Sales Tax	-		\$	-
					0	
		Total Purchase Price			\$	29,332.50



OLD BUSINESS

Agenda Item:	II. C.
Subject:	Fire District Growth Needs
Meeting Date:	September 9, 2020
Prepared by:	Wayne J Martin, Assistant Chief

BACKGROUND: On-going growth within the community continues to tax the District's ability to manage its infrastructure with existing facility resources. As a result, the District has been forced to consolidate services, repurpose outdated facilities, and rent warehouse space to accommodate logistical support capabilities. The Board previously directed staff to assess options to accommodate future growth.

The current warehouse used by Logistics at \$3,000 per month or \$36,000 per year has an expiring lease of March 1, 2020.

The District has met with Collier County to discuss the possible opportunity to collocate behind the new Paradise Sports Complex with the Fire District occupying 10,000 square feet. This project is currently not budgeted by Collier County and is a minimum two to three years away. The estimated cost for the District share is \$5,500,000. The unknown is the CAM or monthly service fee the District would be responsible for.

Another opportunity is purchase an existing 12,000 square foot facility with 2.4 acres +located at 3963 Progress Avenue Naples, Florida, for sale at \$3.4 in the East Naples Industrial Park. It would allow for Fleet Management to relocate to this property as soon as possible and in the future, build a 10,000 square foot +- logistics warehouse.

It is estimated that \$250,000 will be needed to complete the fencing, painting, and other general improvements.

If approved, the Logistics Section would relocate to the current 4,800 square foot Fleet facility on Warren Street. This would result in an immediate \$36,000 savings per year.

There remains the need to establish a fire rescue training center in a centralized area of the District's 1,215 sq. miles. Additional properties for sale could include colocation of multiple District facilities include;

- 10 Acres on County Barn Road for \$2.2 million dollars, located next to the current Collier County Sheriff and Fleet Maintenance
- Property next to Station 72 10 acres at \$7.5 million dollars

Fire Chief Review



OLD BUSINESS

Agenda Item:	II. C.
Subject:	Fire District Growth Needs
Meeting Date:	September 9, 2020
Prepared by:	Wayne J Martin, Assistant Chief

Future District considerations should include the replacement or relocation of Station 23. Property is County property available on Manatee Road and funding may be provided by the sale of the existing property and partial use of impact fees for expanded facilities. This option would require a partnership with Collier County.

Future replacement of Station 60 should also be considered in effort to harden and raise the facility above the flood plain. This would be a partnership with Everglades City and most probably involve a Federal Grant submittal.

FUNDING SOURCE / FINANCIAL IMPACT: Staff will look at bank financing, use of existing funds, impact fees, grants, and all methods available the District depending on Board Direction.

RECOMMENDATION:

- 1. Not pursuing the Collier County joint facility due to timeframe, high cost and unknown service fees.
- 2. Authorize the Fire Chief to negotiate the purchase of 3963 Progress Avenue Naples, Florida. Subject to appraisals, inspections, financing and authorize the use of impact fees for the additional growth that is being met with additional square footage and additional property.

POTENTIAL MOTION: Authorize the Fire Chief to negotiate the purchase of 3963 Progress Avenue Naples, Florida. Subject to appraisals, inspections, financing and authorize the use of impact fees for the additional growth that is being met with additional square footage and additional property.



Progress Avenue

Vehicle Storage and Maintenance Facility.

3963 Progress Avenue, Naples, FL

INDUSTRIAL FOR SALE

Property Summary Report

tria

σ



4300 Gulf Shore Blvd., Ste 100 Naples, FL 34103 premcomm.com

DOUGALL MCCORKLE, MBA Sales Associate 239.860.3368 floridacommercialadeischecom2020 BOFddugall@premiermail.net

DARREN MCCORKLE Broker Associate 239.207.8668 darren@premiermal.het

Property Overview

Premier Commercial, Inc. is pleased to present this informational Property Summary Report regarding the potential sale of 3963 Progress Avenue, an industrial vehicle storage and maintenance facility in Naples' largest industrial park. Highlights include:

- » Site consists of 2.37 acres of total land area on two parcels.
- » Site has an 1,800+/- square foot masonry office/management building in the front and a 10,000+/- square foot metal storage/maintenance building to the rear.
- » Remainder of the site is vehicle storage yard, with all driveways paved. Parking areas are a mixture of pavement and gravel.
- » Location on Progress Avenue gives easy access to anywhere in Naples via signalized intersections at both Airport Road and Livingston Road.
- » I-75 Exit 105 less than 3 miles away.
- » Zoned Industrial (I), allowing for any manufacturing, warehousing/distribution, or trades use.
- » Currently utilized by a transportation services company.
- » Pricing: \$3,400,000

















OLD BUSINESS

Agenda Item:	II. D.
Subject:	Collier CARES Funding
Meeting Date:	September 9, 2020
Prepared by:	Tara Bishop, Director

Background:

The District applied for the Collier CARES funding, as approved at the August 4th, 2020 Board meeting, under the guidance of the County's CARES funding application.

Program Overview

Collier County has identified \$20 million in emergency relief funds, including \$5 million in Personal Protective Equipment to support non-profits, public safety, , healthcare, and community providers hardest hit by the COVID-19 pandemic. Funds are available as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act federal stimulus package. Collier County will provide emergency financial support through the Collier CARES Community Services Grant Program for qualified applicants that have been negatively impacted by the COVID-19 pandemic. As such, many have seen extraordinary cost increases to operate and administer assistance programs in their efforts to aid the community. This program is intended to help offset the unintended costs and expenditures. A portion of funding has been set aside to assist with both the reimbursement of these increased costs, and for the implementation of programs necessary to respond to the public health emergency. To be eligible for these funds, entities must enter into a subrecipient agreement with the Collier County Board of County Commissioners to receive funding on a reimbursable basis. All funds are subject to 2 CFR Part 200 and Single Audit requirements. The following is the CFDA # 21.019 for this federal award.

Eligible entities to receive this funding include:

- = 501(c)(3) and 501(c)(19) not-for-profit organizations
- Collier County hospitals, nursing homes and community health providers Public Safety providers, such as municipal police departments, CCSO, Fire Departments, and Non-Collier County Board of Collier County Commissioners safety providers

Subsequently, the District received notification that funding to the Fire District is contingent on all applications being closed on September 14, 2020 and any remaining unobligated funds, may be released by the Board of County Commissioners to governing authorities (cities, law enforcement, fire districts etc.). This funding limitation was not communicated prior to application or in the Program Overview provided above.

Funding Source/Financial Impact:

Awarded funding will be deposited into the District's General Fund. The application was submitted for \$350,443.29; to pay for \$115,868 of already incurred expenses and a projected \$234,575 of future expenses to fight against the spread of COVID-19 and keep our employees safe.

Fire Chief Review



OLD BUSINESS

Agenda Item:	II. D.
Subject:	Collier CARES Funding
Meeting Date:	September 9, 2020
Prepared by:	Tara Bishop, Director

Recommendation:

Staff will continue to follow the award process of the CARES Act funding; up to and including contact with the County as to what guidance the Board of County Commissioners may render on September 22, 2020.

Potential Motion: No motion recommended.



August 28, 2020

Tara Bishop Greater Naples Fire Rescue District 14575 Collier Boulevard Naples, Florida 34119

Dear Tara Bishop,

Thank you for your recent application for Collier CARES Funding. We sincerely appreciate your interest in the program and the effort given in preparing your application.

Determining which applications should be funded is always a difficult decision and is based on many factors. Having had the opportunity to review all the applications, the Review and Ranking Committee is seeking additional guidance from the Collier County Board of County Commissioners in regard to your application.

Although your application scored well there were questions regarding whether all of your request was eligible for CARES funding. Staff will be requesting clarification from the BCC in September. You will be contacted once clarification has been provided.

If you requested PPE supplies or a PPE kit, you will be notified when the kit and/or supplies are available for pick up. We anticipate distribution in October 2020.

Thank you for your efforts during the pandemic and appreciate your service to our community. If you have any questions, please feel free to call me at 239-252-2486 or email me at Kristi.Sonntag@colliercountyfl.gov.

Sincerely,

Kristi Sonntag Director, Community and Human Services Division



Community & Human Services Division • 3339 Tamiami Trail East, Suite 211 • Naples, Florida 34112-5361 239-252-CARE (2273) • 239-252-CAEE (2233) 9239-252-4230 (BSVR) • very celliergov.net/humanservices

Tara Bishop

From:	SonntagKristi <kristi.sonntag@colliercountyfl.gov></kristi.sonntag@colliercountyfl.gov>
Sent:	Sunday, August 30, 2020 9:06 AM
Cc:	Tara Bishop; CallahanSean
Subject:	Re: Collier CARES
Attachments:	image006.png; image007.png; image008.png; image009.jpg; image001.jpg

Ms Bishop: At the July 14 Board meeting, the Board directed appropriating all funds to the community, for examples, not for profit, citizens and business and should funds remain they may be appropriated to governing authorities (cities, law enforcement, fire district etc). Our applications close on September 14 and it is our plan to take an agenda item on reallocation to the Board with any remaining unobligated funds. Your application was accepted and remains in the system for consideration based on Board direction.

Thank You, Kristi Sonntag Director Community and Human Services Office: 239-252-2486 Cell: 239-269-3907

On Aug 30, 2020, at 8:24 AM, HalfordHilary <Hilary.Halford@colliercountyfl.gov<mailto:Hilary.Halford@colliercountyfl.gov>> wrote:

Hello Ms. Bishop,

At this time I am not sure of which meeting date my Director is targeting. I am guessing possibly the 22nd since the agenda has been set for the 8th.

May I suggest you call Kristi Sonntag for more information regarding your questions. Her contact information was provided in your letter.

Thank you.

Respectfully,

Hilary Halford Sr. Grant & Housing Coordinator <image001.jpg> Community and Human Services "Making our Community Stronger: One life, one home, one project at a time." Collier County Government 3339 East Tamiami Trail, Building H., Suite 211, Naples, FL 34112 Phone: 239-252-2670

Please tell us how we are doing! Your feedback will help us improve.



NEW BUSINESS

Agenda Item:	III. A.
Subject:	LLW Legal Service Engagement
Meeting Date:	September 9, 2020
Prepared By:	Tara Bishop, Director

Background:

Over recent meetings of the Greater Naples Firefighters' 175 Pension Plan (Plan) there has been growing concern the actions of the Trustees. Specifically, the lack of transparency to communicate accurate information, and willingness to appropriately communicate and work cooperatively with the District's Staff Liaison (Director Bishop).

Due to the District's legal responsibility for the Plan, staff has engaged the legal services of Lewis, Longman, and Walker (LLW), attorney Jim Linn for legal oversight and District assistance. Mr. Linn previously worked with, and is familiar with the former East Naples Fire Control and District's Plan. The need for District counsel has increased over recent months and staff believes it is the best interest of the Fire Commissioners to secure legal counsel to assist the Staff Liaison and provide additional oversight of the Plan.

Staff felt it necessary and appropriate to inform the Board of recent activities and actions already taken.

Funding Source/Financial Impact:

General Fund, Professional Services budgeted attorney costs line item

Recommendation:

On August 26, 2020, Staff authorized an engagement letter with LLW for legal services related to the Greater Naples Firefighters' 175 Pension Plan.

Potential Motion:

No action required.

Fire Chief Review



Attorneys at Law Ilw-law.com

REPLY TO: TALLAHASSEE

August 26, 2020

Ms. Tara Bishop Director of Administration and Finance Greater Naples Fire Rescue District 14575 Collier Blvd. Naples, FL 34119

Re: Legal Representation of Greater Naples Fire Rescue District—Pension Matters

Dear Ms. Bishop:

Thank you for the opportunity to represent the Greater Naples Fire Rescue District in pension matters. As requested, information about my firm and our public pension practice is enclosed. I previously sent an engagement letter.

Lewis, Longman & Walker is a statewide law firm with thirty-three lawyers and three paralegals located in five Florida offices: Jacksonville, St. Petersburg, Tallahassee, Tampa and West Palm Beach. Our lawyers have a strong statewide reputation in the areas of public pension law and governmental law, as well as environmental, water and land use law. The Firm provides pensionrelated legal services to pension boards and local governments throughout Florida.

Scope of Services

Lewis, Longman & Walker currently represents a number of Florida local governments and pension plans in a broad range of retirement and employee benefits matters, including: advice on plan compliance with applicable federal and state laws; providing legal representation on all matters pertaining to retirement and pension plans; providing counsel on fiduciary issues and state ethics, sunshine and public records laws; preparing plan amendments; review of contracts, RFPs and plan documents for legal sufficiency; acting as legal counsel to special districts and pension boards, including attending district and pension board meetings when requested; and

JACKSONVILLE ST. PETERSBURG TALLAHASSEE TAMPA WEST PALM BEACH 245 Riverside Ave., Suite 510 100 Second Ave., South Suite 501-S 315 South Calhoun St., Suite 830 301 West Platt St. 515 North Flagler Dr., Suite 1500 Tallahassee, Florida 32301 Jacksonville, Florida 32202 St. Petersburg, Florida 33701 Suite 364 West Palm Beach, Florida 33401 T: 904.353.6410 T: 850.222.5702 T: 727.245.0820 Tampa, FL 33606 T: 561.640.0820 F: 904.353.7619 F: 727.290.4057 F: 850.224.9242 T: 813.775.2331 F: 561.640.8202

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Ms. Tara Bishop August 26, 2020 Page 2

representation in legal proceedings at the trial and appellate level. We frequently work with local governments to resolve issues arising from the administration of their pension plans by pension boards made up of elected employees and appointed citizens, especially police and firefighter boards. Based on our broad experience in public pension matters, Lewis, Longman & Walker has developed substantial proficiency in responding to the unique legal issues facing local government pension plans in a comprehensive and cost-effective manner. The Firm also monitors and regularly reports on proposed legislation, regulations and rulings that impact public employee retirement plans.

Please let me know if you have any questions, or if additional information is required.

Sincerely,

James W. Linn

Enclosures

PUBLIC PENSION MATTERS HANDLED BY LEWIS, LONGMAN & WALKER, P.A.

August 24, 2020

The following is a representative sample of Lewis, Longman & Walker's governmental pension clients, with a summary of services provided. LLW attorneys Jim Linn, Glenn Thomas and Janice Rustin provide retirement-related legal services to governmental clients throughout Florida.

• City of Apopka Police, Fire and General Employees Pension Boards (2009-present) Mr. Thomas serves as legal counsel for the Boards of Trustees of all three City of Apopka retirement plans.

• City of Boca Raton (1998-present)

LLW provides ongoing advice and consultation on a broad range of pension issues. The Firm was originally engaged to prepare amendments to the City's police and firefighter pension plans, and assisted in the development of the City's deferred retirement option plan ("DROP"). LLW has consulted on numerous pension benefit issues in connection with collective bargaining negotiations. LLW worked with the City and its actuary to establish a retirement plan for executive employees, and prepared an excess benefits arrangement for plan members whose benefits exceed the benefit limit in Section 415 of the Internal Revenue Code. Ms. Rustin currently serves as counsel to the Executive Employees' Retirement Plan Board of Trustees.

• City of Coral Gables (2004-present)

LLW was originally retained to advise the City on pension matters and assist in drafting amendments to the City's police and firefighter pension plans required for compliance with state law. The Firm worked with the City's actuary on a comprehensive review and restructuring of the City's pension plans, and assisted in implementing significant pension reform of the general and police plans. LLW also consults with the City on pension-related collective bargaining issues. The Firm prepared a report reviewing the actions of the pension board and plan actuary regarding compliance with the limitations of benefits contained in Section 415 of the Internal Revenue Code.

• City of Delray Beach (1995 - present)

LLW provides ongoing advice and consultation to the City on a wide range of pension issues, including: a comprehensive review and revision of the City's general employee pension plan for compliance with federal and state law; analysis of the City's compliance with provisions of Chapters 175 and 185, Florida Statutes, regarding pension benefits for police officers and firefighters; advice on the reporting and deductibility of employee contributions to a City-sponsored Section 457 deferred compensation plan; reviewing contracts for investment advisers and money managers; and preparing numerous plan amendments for all of the City's retirement plans. The Firm successfully defended the City in a federal class action lawsuit brought by retired police officers and firefighters, alleging discrimination in retirement benefits, and represented the City in a declaratory judgment action involving pension funding and constitutional issues. Ms. Rustin currently serves as legal counsel to the Police Officers, Firefighters and General Employees retirement plans.

• City of Hollywood Employees' Retirement Fund (2001-2018)

LLW served as legal counsel to the Board of Trustees and in that capacity handled a wide range of pension issues for a 700 plus member plan, including a number of litigation matters.

• Florida Association of Special Districts (1995-Present)

LLW represents the Association in legal and legislative matters, and served as the Association's representative on the Florida Retirement System UAL Study Group, which made recommendations for revising the actuarial assumptions utilized by the Florida Retirement System. The Firm also monitors and reports on retirement-related legislative matters.

• Florida League of Cities (2000-2002; 2008-2016)

LLW provided advice and representation on a number of matters, including: administrative litigation challenging proposed rules of the Division of Retirement concerning local police and firefighter pension plans; research and drafting revisions to the League's Master Pension Plan for Florida Cities, as well as the retirement plan for League employees; and preparing an amicus (friend of the court) brief to the Florida Supreme Court on the League's behalf in *Scott v. Williams*, 38 Fla. Law Weekly S 25, 107 3d 379 (Fla. 2013), involving the 2011 amendments to the Florida Retirement System.

• City of Fort Lauderdale (2008-Present)

LLW was originally engaged to provide legal advice and consultation in connection with the restructuring of the City's retirement plans. The Firm worked closely with the City's labor counsel and actuary on various benefit reforms, and prepared plan amendments to implement collectively bargained pension changes. Mr. Thomas currently serves as legal counsel to the General Employees' Retirement Plan Board of Trustees.

• City of Fort Pierce (2010-Present)

LLW was engaged to provide a comprehensive overview of the City's retirement system for general and utilities employees and police officers, and evaluate possible reform options. The Firm continues to provide advice to the City on retirement-related legal matters.

• **City of Gainesville** (1990-Present)

LLW has provided advice and representation to the City in connection with a wide array of retirement-related matters, including the pension rights of county employees who would become City employees under the City's proposed annexation of a large portion of Alachua County. The Firm worked closely with City officials, the City's actuary, and the Florida Division of Retirement in identifying various options for recognizing the accrued pension benefits of transferring county employees. LLW provides ongoing advice on a broad range of pension-related issues.

• City of Hallandale Beach (2018-Present)

LLW was engaged to assist the City in negotiating benefit changes in the police officers & firefighters and general employees retirement plan. The Firm worked closely with the City's bargaining team, labor counsel and city actuary to implement plan changes. LLW also advised the city on joining FRS for general employees, and on the retirement aspects of an interlocal agreement with the county for fire and rescue services.

• City of Jacksonville (2008-Present)

LLW was originally engaged to provide representation and consultation on the comprehensive evaluation and restructuring of the City's retirement plans. The Firm provides ongoing advice to the City on a broad range of retirement matters.

• **City of Jacksonville Beach** (2010 – Present)

LLW was originally engaged to assist the City in amending the City's retirement plans for police officers, firefighters and general employees. The Firm also consulted on and prepared language for an interlocal agreement with a neighboring city, to provide fire and rescue services to the City of Jacksonville Beach. LLW has also provided advice on the allocation of Chapter 175 and 185 premium tax revenues.

• City of Kissimmee (1995-Present)

LLW was originally retained to review the City's police, firefighter, and general employee pension plans, and evaluate plan amendments proposed by the police pension board. The Firm provides ongoing advice on a variety of pension issues.

• Town of Longboat Key (2008-present)

LLW worked closely with the Town, its labor counsel and actuary to evaluate various options for pension reform and implement changes to the Town's pension plans for firefighters, police officers and general employees. The Firm assisted the Town in joining the Florida Retirement System, and provides ongoing advice on pension-related issues.

• City of Madison (2020-Present)

LLW advised the City on merging its police and firefighter pension plans. Mr. Thomas currently services as legal counsel to the police and firefighters retirement plan.

• City of Melbourne (2012-Present)

LLW has represented the City on a wide range of pension matters, including consultation on collective bargaining issues and preparation of numerous plan amendments.

• City of Miami (2005-Present)

LLW advised the City on the restructuring of its pension plans, and worked closely with the City's actuary, labor counsel and bargaining team to implement pension reform. Mr. Linn testified as an expert witness in litigation concerning 2010 changes to the City's pension plans. LLW also researched and drafted an ordinance implementing an OPEB trust for post-retirement health benefits. More recently the Firm prepared amendments for the City's retirement plans.

• City of Miami Beach (1999-Present)

LLW was originally retained by the City in connection with the merger of its police and fire pension plans. The Firm assisted in drafting an ordinance providing benefits for domestic partners. LLW assisted in drafting an ordinance merging the City's pension plans for general employees. The firm continues to advise the City on a broad range of pension legal issues, including the establishment of an OPEB trust for post-retirement health benefits.

• City of Naples (2009-Present)

LLW conducted a comprehensive review of the city's pension plans and advised the City on implementing pension reform, resulting in significant savings. The Firm also prepared plan amendments to implement pension changes to the general, police and firefighter plans. LLW provides ongoing advice on a variety of retirement issues.

• Okeechobee Utility Authority (2015-Present)

LLW was originally engaged to assist the Authority in establishing a defined benefit retirement plan for its employees. Ms. Rustin now serves as legal counsel to the OUA Employees Retirement Plan.

• City of Palm Bay (2002-Present)

LLW has provided advice and consultation to the City on a variety of pension matters. The Firm advised the City on the separation of its combined pension plan (which included police officers, firefighters and general City employees), and on the creation of a defined contribution pension plan for its general employees. LLW also prepared ordinance amendments to effect the transfer of assets attributable to general employees from the existing pension fund to the new defined contribution plan. The Firm provided advice and helped develop strategy for restructuring the City's retirement plans, and assisted in implementing 2012 changes to the firefighter plan.

• Town of Palm Beach (2009-Present)

LLW was engaged to advise the Town on implementation of pension reform measures. The Firm drafted ordinances merging the Town's three retirement plans into one consolidated plan. Ms. Rustin currently serves as legal counsel to the Board of Trustees for the consolidated retirement system.

• City of Pompano Beach (2004-Present)

LLW was retained to represent the City on revisions to the police and firefighter pension plan. The Firm also provided advice on pension issues arising out of the City's decision to contract with the Broward Sheriff's Office for the provision of law enforcement services. LLW was retained to represent the City in connection with a legal challenge to actions of the police/fire pension board that resulted in substantial additional cost to the City. The litigation was ultimately resolved through a settlement that produced substantial cost savings to the City. The Firm has provided advice on various options for restructuring the City's pension plans, and continues to advise the City on retirement-related issues.

City of Port Orange (1993-Present)

LLW assisted with a comprehensive review and revision of the City's police and firefighter pension plans, and has advised the City on numerous pension issues. The Firm also represented the City in pension litigation arising from a lump-sum distribution to a police officer. LLW has prepared and reviewed numerous amendments to the City's pension plans. The Firm provides ongoing advice and consultation on a broad range of retirement matters.

• City of Sarasota (2009-Present)

LLW was originally engaged to assist in implementing pension reform measures for the police and general pension plans through the collective bargaining process. More recently the Firm advised the City on joining the Florida Retirement System.

• Southern Manatee Fire & Rescue District (2004-Present)

LLW has provided advice and consultation to the district on a variety of retirement-related matters. The Firm currently serves as legal counsel to the Firefighters Pension Plan Board of Trustees.

• City of St. Augustine (1998-Present)

LLW was originally retained to provide a legal opinion concerning the City's health insurance subsidy program for retired members of the police pension plan. The Firm has advised the City on a variety of pension issues. Mr. Linn also serves as legal counsel to the police pension board.

• **City of Sunrise** (1987-Present)

LLW provides ongoing advice and consultation on a broad range of retirement issues. The Firm assisted the City in developing pension strategy and proposals for collective bargaining negotiations, and represented the City on the restructuring of its general employee pension board. LLW successfully defended the City in a lawsuit filed by the fire pension board alleging misuse of Chapter 175 revenues and "excess earnings" on pension fund investments.

• City of Titusville (2011-present)

LLW was engaged to assist in evaluating options for reforming the City's retirement plans for firefighters, police officers and general employees. The Firm worked closely with the City, its labor counsel and actuary to implement significant changes to all three plans. Mr. Linn also testified as an expert witness on pension reform issues. LLW continues to advise the City on a wide range of pension matters.

• City of Winter Springs (2001-Present)

LLW has advised the City on a wide range of pension matters, including a comprehensive revision of the City retirement plan; analysis of pension benefits and legal requirements for police and firefighter pension plans; reviewing contracts for investment advisers and money managers; and implementation of the City's termination of its money purchase plan and transfer of assets to the City Retirement Plan.

• City of Vero Beach (2012-Present)

Mr. Thomas serves as legal counsel to the City's General Employee Retirement System, and also provides ongoing advice and consultation to the City of Vero Beach on a broad range of pension issues.

• **City of Venice** (2012-Present)

LLW has advised the City on a wide range of pension matters, including a comprehensive revision of the City retirement plan and analysis of pension benefits and legal requirements for police and firefighter pension plans. The Firm assisted the City in closing its firefighters' and police officers' plans and joining the Florida Retirement System

Jim Linn ^{Shareholder}



Email jlinn@llw-law.com

Phone 850.222.5702

Office 315 South Calhoun Street Suite 830 Tallahassee, FL 32301

Biography

Mr. Linn advises public employers and pension boards on federal and state laws pertaining to governmental retirement plans. He works closely with local governments and pension actuaries in restructuring retirement benefit programs and preparing pension plan documents and amendments. He also represents public employers and pension boards in pension-related litigation and appeals. As a lobbyist and AV-rated attorney, Jim has represented statewide associations, corporations and public sector clients before the Florida legislature for more than two decades. He is a former Chairman of the Florida Bar Section on City, County and Local Government Law, and is a frequent lecturer on public pension and employment topics.

Jim holds a Bachelor's Degree from Florida State University and graduated with honors from the Florida State University College of Law. He has been included in *The Best Lawyers in America* since 2009 in the areas of labor and employment law and employee benefits (ERISA) law.





attorneys at law | liw-law.com

Glenn E. Thomas



Email gthomas@llw-law.com

Phone 850.222.5702

Office 315 South Calhoun Street Suite 830 Tallahassee, FL 32301

Biography

Mr. Thomas is board certified by the Florida Bar as a specialist in City, County and Local Government Law. Glenn assists public entity clients in local government, pension, labor and employment law matters. He advises public employers and pension boards on federal and state laws pertaining to governmental retirement programs, and works closely with local governments and actuaries in developing and restructuring pension and retiree health care benefit programs and preparing pension and other post employment benefit plan documents and amendments. He represents cities and special districts in general local government matters such as Sunshine Law, ethics and public records issues. He represents public employers in various labor and employment matters, including the drafting and review of employment and independent contractor agreements, assistance with wage and hour and unemployment claims, and consultation on collective bargaining. In addition, he represents clients in regulatory, disciplinary and licensing matters before numerous state regulatory agencies, including the Boards of Medicine, Nursing and Dentistry. He also represents professional associations in state agency rulemaking and other policy matters.

Glenn is a member of the Florida and Georgia Bar. He is admitted to practice in the United States District Courts for the Southern, Middle and Northern Districts of Florida. He serves as Chair of Florida Bar's Annual Public Employment Labor Relations Forum. He is a frequent lecturer and has written numerous articles on pension and employment matters.

Prior to becoming an attorney, Glenn was a deputy sheriff for more than ten years with the Broward County Sheriff's Office.

He earned his B.S. in Criminology from Florida State University in 1990 and his Juris Doctor, cum laude, from Nova Southeastern University, Shepard Broad Law Center in 2000.

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Janice Rustin Attorney



Email jrustin@llw-law.com

Phone 561.640.0820

Office 515 North Flagler Drive Suite 1500 West Palm Beach, FL 33401

Biography

Ms. Rustin is board certified by the Florida Bar as a specialist in City, County and Local Government Law. Ms. Rustin's practice focuses on public pension, local government, and land use law. She advises public employers and pension boards on federal and state laws pertaining to governmental retirement plans and works closely with local governments and pension actuaries in restructuring retirement benefit programs and preparing pension plan documents and amendments.

Janice has also represented local government in matters concerning employment law, procurement procedures, contract management, ethics, public records, Sunshine Law, quasi-judicial hearings, land use and real property issues. She has assisted local government in drafting ordinances, resolutions, land development regulations, zoning codes, board orders, easement agreements, interlocal agreements and vendor agreements, in addition to civil litigation and appellate matters.

Prior to joining Lewis, Longman & Walker, Janice served as an Assistant City Attorney from 2012 to 2018, and on the Boca Raton Planning & Zoning Board from 2013 to 2018.

Janice is a member of the Florida Municipal Attorneys Association, The Florida Bar, City, County and Local Government Law Section, and the Palm Beach County Bar Association.

Janice received her M.A. in English from the University of Victoria in 1996 and earned her Juris Doctor, summa cum laude, from Nova Southeastern University in 2011.

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NEW BUSINESS

Agenda Item:	III. B.
Subject:	Ochopee Merger Engagement letter
Meeting Date:	September 9, 2020
Prepared by:	Tara Bishop, Director

Background:

The District is currently under a management agreement with Collier County for the purpose of providing fire rescue services to the Ochopee Dependent Municipal Services Taxing Unit. Under authority of the Agreement the District will continue to provide services through September 30, 2033; additionally, the Greater Naples Fire Rescue District agrees to initiate legislation to expand the Greater Naples' boundaries to include the Ochopee Fire Control District ("consolidation") no later than the 2022 Florida Legislative session. The following timeline is presented for discussion on formally annexing the Ochopee dependent district.

Local Bill Time Line October/November 2020	Present a drafted Bill to the Local Delegation
January 2021	Pre-session committee meetings begin
March - April 2021	Legislative session
June 2021	Deadline for governor to sign into law
August 2021	Vote of the people
January 2022	Deadline to have information to property appraiser for the tax roll to be in effect for budget year Oct 1, 2022- Sept 30, 2023 (TRIM notice 2022)
November 2022	Incorporate Ochopee into the GNFD tax roll

Funding Source/Financial Impact:

Source52220-001-0000-031 Professional ServicesImpactNot to exceed \$18,500.00

Ad Valorem structure will need to be identified prior to Bill drafting for incorporation into the bill; options include one millage rate or a sub-component millage rate.

Recommendation:

Staff recommends engaging Manson, Bolves, Donaldson, Varn, P.A. for Bill drafting and related legislative session work for merging the Ochopee MSTU service area into the Greater

Fire Chief Review



NEW BUSINESS

Agenda Item:	III. B.
Subject:	Ochopee Merger Engagement letter
Meeting Date:	September 9, 2020
Prepared by:	Tara Bishop, Director

Naples Fire Rescue District. Staff additionally recommends that Ochopee service area be drafted as a sub-component with its own mileage rate.

Potential Motion:

I move to support staff's recommendation utilizing the proposed timeline to merge the Ochopee MSTU into the District, retain the law offices of Manson, Bolves, Donaldson, Varn, P.A to handle bill drafting and legislative work. Whereas, bill drafting will incorporate the Ochopee MSTU boundaries into Greater Naples as a sub-component with its own mileage rate.



Integrity. Intelligence. Diligence.

August 25, 2020

VIA ELECTRONIC MAIL

Chief Kingman Schuldt Greater Naples Fire Rescue District 14575 Collier Blvd Naples, FL 34119

Re: Legislative Counsel Services for the 2021 Florida Legislature

Dear Chief Schuldt:

Thank you for considering Manson Bolves Donaldson Varn, PA, in the provision of legislative counsel services to Greater Naples Fire Rescue District (District) related to a local bill regarding the expansion of the District's boundaries to include the Ochopee Municipal Fire Services Taxing District. This letter will serve as a proposal of the terms under which we will provide legislative counsel services to the District. We have included a Scope of Work that fully describes the scope of our representation.

This letter is intended to explain briefly our billing practices and procedures. Fees are based upon the ethical rules. The amount of the District's statement will be the fair value of the services provided taking into account the time spent by me, the type of service being asked to perform, any special level of expertise required, the size and scope of the matter, the results obtained, and other relevant considerations. The District will be charged \$16,500 for the services being provided during the upcoming 2021 Legislative Session.

The District will be provided the most effective support systems available, while at the same time allocating the costs of such systems in accordance with the usage of the services by individual clients. Therefore, in addition to fees for legal services, the District will also be charged separately for certain costs and expense disbursements, including travel expenses; messenger, courier and other communication costs; long-distance telephone; document reproduction; and computer research facilities. The maximum costs to the District will not exceed \$2,000.

Billing statements will be rendered on a monthly basis and are due and payable upon receipt. Every effort will be made to include disbursements in the statement for the month in which the disbursements are incurred. Some disbursements are not available until the following month in which case a supplemental statement will be rendered for these additional charges.

TampaTallahasseeWest Paim BeachOrlando109 North Brush Street, Suite 300 Tampa, FL 33602 (T) 813.514.4700 (F) 813.514.4701www.MansonBolves.comSeptember 9, 2020 BOFC Meeting

Please indicate your understanding of the agreement to the above-described engagement by signing and dating this letter in the spaces provided below. Also, your execution of this letter signifies your agreement that I may disclose fees paid in accordance with Florida's Lobbyist Financial Disclosure laws.

I appreciate the opportunity to be of service to the District now and in the future. My goal is to provide services to the District on the most efficient basis possible. Please do not hesitate to contact me should you have any questions or comments.

Sincerely,

MANSON BOLVES DONALDSON VARN, P.A.

Kauce Qualdom

Laura Jacobs Donaldson

ACKNOWLEDGED AND AGREED:

Dated:

Scope of Work and Estimated Budget

Under the direction of the Greater Naples Fire Rescue District, the law firm of Manson Bolves Donaldson Varn, PA, will provide legislative counsel services to the Greater Naples Fire Rescue District related to revising Section 2.01 of the District's charter to include the Ochopee Municipal Fire Services Taxing District.

The services include for each local bill:

- 1. Draft local bill and corresponding talking points;
- Coordinate with the Collier County Legislative Delegation Chair the submission of the local bill and summary sheet prior to deadline (deadline has not been released yet);
- 3. Draft and submit all required forms to the Florida House of Representatives Local Government Affairs Subcommittee;
- 4. Coordinate with the Collier County Legislative Delegation Chair regarding submitting the proposed local bill to House Bill Drafting as well as the timely filing of the local bill;
- 5. Prepare for and attend meetings with legislative committee members and staff;
- 6. Prepare for and attend all legislative committee meetings that are considering the local bill and advocate for the approval of the local bill;
- 7. Prepare for and attend meetings with legislative leadership regarding the placement of the local bill on the appropriate calendars for consideration and passage;
- 8. Draft letter to the Governor regarding passed local bill, and if necessary, meet with his staff regarding the local bill; and
- 9. Communicate and coordinate with the Greater Naples Fire Rescue District regarding the status of the proposed local bill, local bill, and passed local bill.



NEW BUSINESS

Agenda Item:	III. C. The White Rose of Naples Inc. ("The White Rose") Agreement
Subject:	
Meeting Date:	September 9, 2020
Prepared by:	Shawn M. Hanson, Assistant Chief

Background

The Florida Fire Prevention Code ("FFPC"), which is adopted by Rule in accordance with Section 633.202, F.S. provides exemptions from the FFPC and creates classes of agricultural buildings with different minimum fire code requirements used for the purpose of agritourism.

Class 1 nonresidential farm buildings are those used for hosting events with 100 or fewer people up to 12 times per year and not used for lodging or residential purposes. Class 2 nonresidential buildings are those used for agritourism activities with up to 300 persons occupying the structure. Class 3 structures are those used primarily for housing, sheltering, or otherwise accommodating the general public and are subject to full FFPC requirements.

The White Rose of Naples Inc. ("The White Rose") leases real property located at 2320 Moulder Drive, Naples, Florida 34120, and seeks to operate under the agritourism designation of a Class 2 structure and is currently classified by the Collier County Property Appraiser's Office as agricultural.

Using the regulatory prescribed calculation to determine occupant load for the 8,448 square foot building, the calculated occupant load of the premises is 1,206 occupants without tables and chairs and 563 occupants with tables and chairs, which designates The White Rose as a Class 3 structure unless an occupant load not greater than 300 is agreed to.

In accordance with Rule 69A-67.003(7), F.A.C., The White Rose and the District may agree to an occupant load that is less than the calculated occupant load, thereby classifying them as a Class 2 nonresidential farm building and exempting them from the full requirements of the FFPC.

In addition to the occupant load, a Class 2 nonresidential farm building property use is required to be used for bona fide agricultural purposes. Failure to continue to use the property for bona fide agricultural purposes (loss of agricultural exemption) would result in The White Rose being classified as a Class 3 structure. An agreed upon Class 2 designation would also be rescinded under additional noncompliance and/or other conditions established in the agreement.

Examples of agritourism activities; The White Rose intends to provide within their venue includes weddings, proms, and other similar type gatherings.



NEW BUSINESS

Agenda Item:	III. C.
Subject:	The White Rose of Naples Inc. ("The White Rose") Agreement
Meeting Date:	September 9, 2020
Prepared by:	Shawn M. Hanson, Assistant Chief

In consideration of public interest regarding the classification and use of the premises, approval is being sought for the included legal agreement between the District and The White Rose.

Funding Source/Financial Impact

District Legal Fees

Recommendation

It is staff's recommendation to approve The White Rose of Naples Inc. ("The White Rose") Agreement as drafted and presented by District legal and signed by representation of The White Rose of Naples Inc. ("The White Rose").

Potential Motion

I, move to proceed with approving The White Rose of Naples Inc. ("The White Rose") Agreement as drafted and presented by District legal and signed by representation of The White Rose of Naples Inc. ("The White Rose").



AGREEMENT BETWEEN GREATER NAPLES FIRE RESCUE DISTRICT AND THE WHITE ROSE OF NAPLES INC. CONCERNING AGRITOURISM ACTIVITIES

THIS AGREEMENT ("Agreement") is between GREATER NAPLES FIRE RESCUE DISTRICT (the "District"), 14575 Collier Boulevard, Naples, Florida 34119, and THE WHITE ROSE OF NAPLES INC. ("The White Rose"), 2320 Moulder Drive, Naples, Florida 34120 (collectively, the "Parties").

WITNESSETH:

WHEREAS, the District is an independent special district established in 2014 by an act of the Florida Legislature and is governed by Chapter 2014-240, Laws of Florida, as amended, and Chapters 189 and 191, Florida Statutes ("F.S."), and provides fire protection and prevention services and emergency medical and rescue response services to an approximately 1,1512-squre mile area in Collier County; and

WHEREAS, Section 191.006(13), F.S., provides for independent fire districts to cooperate or contract with other persons or entities, as necessary, convenient, incidental, or proper in connection with any power, duty, or purpose authorized by this act; and

WHEREAS, The White Rose leases real property located at 2320 Moulder Drive, Naples, Florida 34120 (the "Property"), which is currently classified by the Collier County Property Appraiser's Office as agricultural; and

WHEREAS, The White Rose is constructing an approximately 8,448 square-foot barn-style building (the "Premises") on the Property to hold weddings and other events; and

WHEREAS, Section 570.86(1), Florida Statutes, ("F.S.") defines "agritourism activity" as

any agricultural related activity consistent with a bona fide farm, livestock operation, or ranch or in a working forest which allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy activities, including farming, ranching, historical, cultural, civil, ceremonial, training, and exhibition, or harvest-your-own activities and attractions. An agritourism activity does not include the construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public. An activity as an agritourism activity regardless of whether the participant paid to participate in the activity;

and

WHEREAS, Section 604.50(2)(d), F.S., defines "nonresidential farm building" as

any temporary or permanent building or support structure that is classified as a nonresidential farm building on a farm under s. 553.73(10)(c) or that is used primarily for agricultural purposes, is located on land that is an integral part of a farm operation or is classified as agricultural land under s. 193.461, and is not intended to be used as a residential dwelling. The term may include, but is not limited to, a barn, greenhouse, shade house, farm office, storage building, or poultry house;

and

WHEREAS, pursuant to Section 570.86(1), F.S., an agritourism activity does not

include the construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public; and

WHEREAS, in 2016, the Florida Fire Prevention Code ("FFPC"), which is adopted by rule in accordance with Section 633.202, F.S., was revised to clarify the agritourism exemptions from the FFPC and to create classes of agricultural buildings with different minimum fire code requirements; and

WHEREAS, pursuant to Section 633.02(16)(b)1. and 2., F.S., structures exempt from the FFPC included pole barns (structures with at least 70% permanently open walls) and nonresidential farm buildings used for 35 or fewer occupants; and

WHEREAS, pursuant to Section 633.02(16)(b)3., F.S., structures exempt from the FFPC but subject to annual inspection by the local authority having jurisdiction and rules adopted by the State Fire Marshal are Class 1 nonresidential farm buildings (those used for hosting events with 100 or fewer people up to 12 times per year and not used for lodging or residential purposes); and Class 2 nonresidential buildings (those used for agritourism activities with up to 300 persons occupying the structure); and

WHEREAS, pursuant to Section 633.02(16)(b)3., F.S., structures subject to full FFPC requirements are Class 3 farm buildings (those used primarily for housing, sheltering, or otherwise accommodating the general public); and

WHEREAS, Rule 69A-67.001, Florida Administrative Code ("F.A.C."), establishes fire safety rules for use by local fire officials when conducting the inspection of a new or existing structure located on a farm that is used by the owner only for an agritourism activity as defined in Section 570.86, F.S.; and

WHEREAS, Rule 69A-67.003(7), F.A.C., defines "occupant load" as the total number of persons that might occupy a building and is calculated at "7 net square feet per person without tables and chairs or at 15 net square feet per person when tables and chairs are used", which is known as the "calculated occupant load"; and

WHEREAS, in accordance with Rule 69A-67.003(7), F.A.C., The White Rose and the District may agree to an occupant load that is less than the calculated occupant load with such occupant load being posted on an approved sign; and

WHEREAS, using the regulatory prescribed calculation to determine occupant load for the 8,448 square foot building, the calculated occupant load of the Premises is 1,206 occupants without tables and chairs and 563 occupants with tables and chairs; and WHEREAS, the Parties agree that using the calculated occupant load, the Premises does not qualify as a Class 2 nonresidential farm building; and

WHEREAS, the Parties find that it is in the public interest to enter into this Agreement regarding the classification and use of the Premises, and to clarify the Parties' relative responsibilities and requirements, on the terms and conditions set forth below; and

WHEREAS, The White Rose recognizes that a Class 2 nonresidential farm building classification is contingent on The White Rose continued use of the Property for bona fide agricultural purposes and that failure to continue to use the Property for bona fide agricultural purposes or failure to satisfy the requirements of this Agreement will result in the Premises classification to become a Class 3 farm building, resulting in the Premises being required to comply with the FFPC.

NOW, THEREFORE, the Parties, for and in consideration of the mutual covenants and promises contained herein, hereby agree as follows:

ARTICLE 1. RECITALS

The above-stated recitals are hereby adopted and incorporated herein by reference.

ARTICLE 2. USE OF THE PREMISES

1. The White Rose and District agree that the occupant load of the Premises will be less than the calculated occupant load and the Premises shall never have more than 300 persons within it ("agreed occupant load"). The agreed occupant load includes all persons that might occupy the Premises, including but not limited to the owner of The White Rose, its agents, staff, event coordinators, crowd manager(s), the party renting the Premises, servers, musicians, and guests. The White Rose shall post the agreed occupant load within the Premises.

2. As long as the agreed occupant load is not exceeded and the requirements of this Agreement are met, the Premises is deemed a Class 2 nonresidential farm building, meaning that the Premises is exempt from the FFPC but must comply with all requirements of Chapter 69A-67, F.A.C., including an annual inspection by the District. The White Rose agrees that it will comply with all Class 2 nonresidential farm building statutory and rule requirements except as provided for in Article 2.6.

3. No later than the first day of each month, The White Rose shall provide the District with written electronic notice of the events scheduled to be held at the Premises for that month. In addition, for any events that were not included on the monthly events schedule but will now be held during the month, The White Rose shall provide the District with electronic notice prior to such event being held at the Premises, which must be received by the District no later than 48 hours prior to the event. All notices shall include the following information for each scheduled event: date and time of the event; the details of the event; and the expected capacity at the event. The monthly events schedule and notices of subsequently scheduled events shall be electronically transmitted to the District's Fire Marshal's Office at inspections@gnfire.org. Within five (5) days of the Effective Date, The White Rose shall send a link to inspections@gnfire.org that will allow the District to review the most up-to-date information prior to an event. The District may conduct periodic pre-event inspections at its sole discretion.

4. The White Rose agrees that for any event, it must have on location, a minimum of one (1) certified crowd manager who will remain present throughout the

duration of the event. The crowd manager must have completed training on crowd management and must possess his/her certification throughout the duration of the event.

5. In addition to the annual inspection required in Rule 69A-67.004(2), F.A.C., the White Rose shall provide the District routine access for the purpose of conducting a pre-fire plan.

6. The White Rose agrees that if, at any time: (1) the Property is no longer classified as agricultural, is not being used for bona fide agricultural purposes, and loses its agricultural exemption as determined by the Collier County Property Appraiser, (2) the Premises is subsequently deemed a Class 3 farm building, a commercial building, or some other classification other than a Class 2 nonresidential farm building by Collier County, or (3) it is determined by a court that the Premises is not being used for agritourism activity, The White Rose agrees that the Premises no longer meets the requirements to be deemed a Class 2 nonresidential farm building and:

a. the Premises will immediately be deemed a Class 3 farm building for purposes of compliance with the FFPC;

b. The White Rose will retrofit the Premises to meet or otherwise comply with the FFPC within one hundred and twenty (120) days of such determination and shall otherwise comply with all Class 3 farm building statutory and rule requirements; and

c. and this Agreement is automatically terminated.

If the Premises is deemed a commercial building or some other classification other than a Class 2 nonresidential farm building, then The White Rose must retrofit the Premises

to ensure compliance with the FFPC for such classification within the above prescribed

deadlines. This Paragraph survives termination of this Agreement.

ARTICLE 3. INSURANCE

The White Rose agrees that it shall maintain insurance in the minimum amounts

and types required by law.

ARTICLE 4. NOTICES

With the exception of the notice provided for in Article 2.3, any notice sent pursuant

to this Agreement shall be sufficient if made via hand-delivery or if sent by regular U.S.

Mail to the following:

As to the District:

Greater Naples Fire Rescue District Attention: Fire Chief 14575 Collier Boulevard Naples, Florida 34119

As to The White Rose:

The White Rose of Naples Inc. Attention: Jeanette Kuszlyk, President 2320 Moulder Drive Naples, Florida 34120

If a Notice is sent via ordinary U.S. Mail, receipt shall be deemed to be five (5) days from

the date of the Notice.

ARTICLE 5. APPLICABLE LAW: VENUE

The laws of the State of Florida shall govern the validity, interpretation, construction, and performance of this Agreement. Venue for any suit involving this Agreement shall be in Collier County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

ARTICLE 6. ENTIRE AGREEMENT; AMENDMENTS

The Parties agree that this Agreement constitutes the entire agreement by the Parties and, unless otherwise provided herein, may be amended only in writing, signed by both Parties.

ARTICLE 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties to this Agreement and their successors, heirs, and assigns. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

ARTICLE 8. WAIVER

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right nay be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

ARTICLE 9. SEVERABILITY

In the event any provision of this Agreement, shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then such provision shall be severable, and the remaining portions of this Agreement shall remain in full force and effect.

ARTICLE 10. SOVEREIGN IMMUNITY

The District intend to avail itself of the benefits of Section 768.28, F.S., and of other statutes and common law governing sovereign immunity to the fullest extent possible. No provision, term, or condition of this Agreement shall be construed as a waiver by the District of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S. This provision shall survive termination of this Agreement.

ARTICLE 11. INDEMNIFICATION

The White Rose agrees to hold harmless the District, its employees, and agents, against any and all claims and/or damages by or on behalf of any person, employee, or legal entity arising from any willful, reckless, or negligent act on the Premises or Property by The White Rose or its invitees or licensees. No provision, term, or condition of this Agreement will be construed as a waiver by the District of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S. or Article 10 of this Agreement. This provision shall survive termination of this Agreement.

ARTICLE 12. ATTORNEY'S FEES AND COSTS

In the event there is litigation arising under or related to this Agreement, each Party shall pay its own attorney's fees, costs, and expenses incurred in enforcing the Agreement, including on appeal.

ARTICLE 13. BINDING AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, and assigns.

ARTICLE 14. TERMINATION

Should The White Rose fail to comply with the requirements of Paragraphs 1, 2, 3, or 4 of this Agreement, as solely determined by the District, The White Rose agrees that the Premises shall be immediately classified as a Class 3 farm building and this Agreement shall automatically terminate. Should The White Rose fail to comply with any other provision of this Agreement, as solely determined by the District, the District shall provide written notification to correct such noncompliance to The White Rose, which shall correct such noncompliance within 15 days of the date of such written notice. If The White Rose does not correct such noncompliance within 15 days, or if The White Rose has three (3) total failures to comply, as solely determined by the District, the White Rose agrees that the Premises shall be immediately classified as a Class 3 farm building and this Agreement shall automatically terminate. This Agreement shall also automatically terminate if the statute or rules related to agritourism are revised requiring Class 2 nonresidential farm building to comply with the FFPC, the elimination of the ability for the owner and the agency having jurisdiction to agree to an occupant load below the calculated load, or any legal determination that new buildings are not allowed under section 570.86, F.S., unless the statute provides that Class 2 nonresidential farm buildings and associated agritourism activities that were in operation at the time of the statutory change are not required to comply with the FFPC (i.e. the Premises is grandfathered in with the 2020 statutory requirements). In the event of such termination, The White Rose will retrofit the Premises to meet or otherwise comply with the FFPC within one hundred twenty (120) days. Any event occurring while the Premises is in the process of being upgraded to comply with Class C requirements of the Florida Fire

Prevention Code will be required to have a fire watch in place for the duration of said event. This provision shall survive termination of this Agreement.

ARTICLE 15. EFFECTIVE DATE

The Effective Date of this Agreement shall be on the day the last Party executes the Agreement, as indicated below.

ARTICLE 16. COUNTERPARTS

The Parties may execute this Agreement in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives, effective as of the date set forth below.

> **GREATER NAPLES FIRE RESCUE DISTRICT**

Witness

Jeff Page Chair

Date

THE WHITE ROSE OF NAPLES INC.

Jeanette Kuszlyk President Date

O'Connell



NEW BUSINESS

Agenda Item: Subject:	III. D. Naples Wedding Barn Inc. ("The Wedding Barn") Agreement
Meeting Date:	September 9, 2020
Prepared by:	Shawn M. Hanson, Assistant Chief

Background

The Florida Fire Prevention Code ("FFPC"), which is adopted by Rule in accordance with Section 633.202, F.S. provides exemptions from the FFPC and creates classes of agricultural buildings with different minimum fire code requirements used for the purpose of agritourism.

Class 1 nonresidential farm buildings are those used for hosting events with 100 or fewer people up to 12 times per year and not used for lodging or residential purposes. Class 2 nonresidential buildings are those used for agritourism activities with up to 300 persons occupying the structure. Class 3 structures are those used primarily for housing, sheltering, or otherwise accommodating the general public and are subject to full FFPC requirements.

The Naples Wedding Barn Inc. ("The Wedding Barn") leases real property located at 2250 28th Ave, Naples, Florida 34117, and seeks to operate under the agritourism designation of a Class 2 structure and is currently classified by the Collier County Property Appraiser's Office as agricultural.

Using the regulatory prescribed calculation to determine occupant load for the 7,600 square foot building, the calculated occupant load of the premises is 1,085 occupants without tables and chairs and 506 occupants with tables and chairs, which designates The Wedding Barn as a Class 3 structure unless an occupant load not greater than 300 is agreed to.

In accordance with Rule 69A-67.003(7), F.A.C., The Wedding Barn and the District may agree to an occupant load that is less than the calculated occupant load, thereby classifying them as a Class 2 nonresidential farm building and exempting them from the full requirements of the FFPC.

In addition to the occupant load, a Class 2 nonresidential farm building property use is required to be used for bona fide agricultural purposes. Failure to continue to use the property for bona fide agricultural purposes (loss of agricultural exemption) would result in The Wedding Barn being classified as a Class 3 structure. An agreed upon Class 2 designation would also be rescinded under additional noncompliance and/or other conditions established in the agreement.

Fire Chief Review



NEW BUSINESS

Agenda Item:	III. D.
Subject:	Naples Wedding Barn Inc. ("The Wedding Barn") Agreement
Meeting Date:	September 9, 2020
Prepared by:	Shawn M. Hanson, Assistant Chief

Examples of agritourism activities; The Wedding Barn intends to provide within their venue includes weddings, proms, and other similar type gatherings. In consideration of public interest regarding the classification and use of the premises,

approval is being sought for the included legal agreement between the District and The Wedding Barn.

Funding Source/Financial Impact

District Legal Fees

Recommendation

It is staff's recommendation to approve the Naples Wedding Barn Inc. ("The Wedding Barn") Agreement as drafted and presented by District legal and signed by representation of the Naples Wedding Barn Inc. ("The Wedding Barn").

Potential Motion

I, move to proceed with approving Naples Wedding Barn Inc. ("The Wedding Barn") Agreement as drafted and presented by District legal and signed by representation of the Naples Wedding Barn Inc. ("The Wedding Barn").



AGREEMENT BETWEEN GREATER NAPLES FIRE RESCUE DISTRICT AND NAPLES WEDDING BARN INC. CONCERNING AGRITOURISM ACTIVITIES

THIS AGREEMENT ("Agreement") is between GREATER NAPLES FIRE RESCUE DISTRICT (the "District"), 14575 Collier Boulevard, Naples, Florida 34119, and NAPLES WEDDING BARN INC. ("The Wedding Barn"), 2250 28th Avenue, Naples, Florida 34117 (collectively, the "Parties").

WITNESSETH:

WHEREAS, the District is an independent special district established in 2014 by an act of the Florida Legislature and is governed by Chapter 2014-240, Laws of Florida, as amended, and Chapters 189 and 191, Florida Statutes ("F.S."), and provides fire protection and prevention services and emergency medical and rescue response services to an approximately 1,1512-squre mile area in Collier County; and

WHEREAS, Section 191.006(13), F.S., provides for independent fire districts to cooperate or contract with other persons or entities, as necessary, convenient, incidental, or proper in connection with any power, duty, or purpose authorized by this act; and

WHEREAS, The Wedding Barn leases real property located at 2250 28th Avenue, Naples, Florida 34117 (the "Property"), which is currently classified by the Collier County Property Appraiser's Office as agricultural; and

WHEREAS, The Wedding Barn is constructing an approximately 7,600 squarefoot barn-style building (the "Premises") on the Property to hold weddings and other events; and

WHEREAS, Section 570.86(1), Florida Statutes, ("F.S.") defines "agritourism activity" as

any agricultural related activity consistent with a bona fide farm, livestock operation, or ranch or in a working forest which allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy activities, including farming, ranching, historical, cultural, civil, ceremonial, training, and exhibition, or harvest-your-own activities and attractions. An agritourism activity does not include the construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public. An activity as an agritourism activity regardless of whether the participant paid to participate in the activity;

and

WHEREAS, Section 604.50(2)(d), F.S., defines "nonresidential farm building" as

any temporary or permanent building or support structure that is classified as a nonresidential farm building on a farm under s. 553.73(10)(c) or that is used primarily for agricultural purposes, is located on land that is an integral part of a farm operation or is classified as agricultural land under s. 193.461, and is not intended to be used as a residential dwelling. The term may include, but is not limited to, a barn, greenhouse, shade house, farm office, storage building, or poultry house;

and

WHEREAS, pursuant to Section 570.86(1), F.S., an agritourism activity does not include the construction of new or additional structures or facilities intended primarily to house, shelter, transport, or otherwise accommodate members of the general public; and

WHEREAS, in 2016, the Florida Fire Prevention Code ("FFPC"), which is adopted by rule in accordance with Section 633.202, F.S., was revised to clarify the agritourism exemptions from the FFPC and to create classes of agricultural buildings with different minimum fire code requirements; and

WHEREAS, pursuant to Section 633.02(16)(b)1. and 2., F.S., structures exempt from the FFPC included pole barns (structures with at least 70% permanently open walls) and nonresidential farm buildings used for 35 or fewer occupants; and WHEREAS, pursuant to Section 633.02(16)(b)3., F.S., structures exempt from the FFPC but subject to annual inspection by the local authority having jurisdiction and rules adopted by the State Fire Marshal are Class 1 nonresidential farm buildings (those used for hosting events with 100 or fewer people up to 12 times per year and not used for lodging or residential purposes); and Class 2 nonresidential buildings (those used for agritourism activities with up to 300 persons occupying the structure); and

WHEREAS, pursuant to Section 633.02(16)(b)3., F.S., structures subject to full FFPC requirements are Class 3 farm buildings (those used primarily for housing, sheltering, or otherwise accommodating the general public); and

WHEREAS, Rule 69A-67.001, Florida Administrative Code ("F.A.C."), establishes fire safety rules for use by local fire officials when conducting the inspection of a new or existing structure located on a farm that is used by the owner only for an agritourism activity as defined in Section 570.86, F.S.; and

WHEREAS, Rule 69A-67.003(7), F.A.C., defines "occupant load" as the total number of persons that might occupy a building and is calculated at "7 net square feet per person without tables and chairs or at 15 net square feet per person when tables and chairs are used", which is known as the "calculated occupant load"; and

WHEREAS, in accordance with Rule 69A-67.003(7), F.A.C., The Wedding Barn and the District may agree to an occupant load that is less than the calculated occupant load with such occupant load being posted on an approved sign; and

WHEREAS, using the regulatory prescribed calculation to determine occupant load for the 7600 square foot building, the calculated occupant load of the Premises is 1,085 occupants without tables and chairs and 506 occupants with tables and chairs; and WHEREAS, the Parties agree that using the calculated occupant load, the Premises does not qualify as a Class 2 nonresidential farm building; and

WHEREAS, the Parties find that it is in the public interest to enter into this Agreement regarding the classification and use of the Premises, and to clarify the Parties' relative responsibilities and requirements, on the terms and conditions set forth below; and

WHEREAS, The Wedding Barn recognizes that a Class 2 nonresidential farm building classification is contingent on The Wedding Barn continued use of the Property for bona fide agricultural purposes and that failure to continue to use the Property for bona fide agricultural purposes or failure to satisfy the requirements of this Agreement will result in the Premises classification to become a Class 3 farm building, resulting in the Premises being required to comply with the FFPC.

NOW, THEREFORE, the Parties, for and in consideration of the mutual covenants and promises contained herein, hereby agree as follows:

ARTICLE 1. RECITALS

The above-stated recitals are hereby adopted and incorporated herein by reference.

ARTICLE 2. USE OF THE PREMISES

1. The Wedding Barn and District agree that the occupant load of the Premises will be less than the calculated occupant load and the Premises shall never have more than 300 persons within it ("agreed occupant load"). The agreed occupant load includes all persons that might occupy the Premises, including but not limited to the owner of The Wedding Barn, its agents, staff, event coordinators, crowd manager(s), the party renting

the Premises, servers, musicians, and guests. The Wedding Barn shall post the agreed occupant load within the Premises.

2. As long as the agreed occupant load is not exceeded and the requirements of this Agreement are met, the Premises is deemed a Class 2 nonresidential farm building, meaning that the Premises is exempt from the FFPC but must comply with all requirements of Chapter 69A-67, F.A.C., including an annual inspection by the District. The Wedding Barn agrees that it will comply with all Class 2 nonresidential farm building statutory and rule requirements except as provided for in Article 2.6.

3. No later than the first day of each month, The Wedding Barn shall provide the District with written electronic notice of the events scheduled to be held at the Premises for that month. In addition, for any events that were not included on the monthly events schedule but will now be held during the month, The Wedding Barn shall provide the District with electronic notice prior to such event being held at the Premises, which must be received by the District no later than 48 hours prior to the event. All notices shall include the following information for each scheduled event: date and time of the event; the details of the event; and the expected capacity at the event. The monthly events schedule and notices of subsequently scheduled events shall be electronically transmitted to the District's Fire Marshal's Office at <u>inspections@gnfire.org</u>. Within five (5) days of the Effective Date, The Wedding Barn shall send a link to <u>inspections@gnfire.org</u> that will allow the District to review the most up-to-date information prior to an event. The District may conduct periodic pre-event inspections at its sole discretion.

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4. The Wedding Barn agrees that for any event, it must have on location, a minimum of one (1) certified crowd manager who will remain present throughout the duration of the event. The crowd manager must have completed training on crowd management and must possess his/her certification throughout the duration of the event.

5. In addition to the annual inspection required in Rule 69A-67.004(2), F.A.C., The Wedding Barn shall provide the District routine access for the purpose of conducting a pre-fire plan.

6. The Wedding Barn agrees that if, at any time: (1) the Property is no longer classified as agricultural, is not being used for bona fide agricultural purposes, and loses its agricultural exemption as determined by the Collier County Property Appraiser, (2) the Premises is subsequently deemed a Class 3 farm building, a commercial building, or some other classification other than a Class 2 nonresidential farm building by Collier County, or (3) it is determined by a court that the Premises is not being used for agritourism activity. The Wedding Barn agrees that the Premises no longer meets the requirements to be deemed a Class 2 nonresidential farm building and:

a. the Premises will immediately be deemed a Class 3 farm building for purposes of compliance with the FFPC;

b. The Wedding Barn will retrofit the Premises to meet or otherwise comply with the FFPC within one hundred and twenty (120) days of such determination and shall otherwise comply with all Class 3 farm building statutory and rule requirements; and

c. and this Agreement is automatically terminated.

If the Premises is deemed a commercial building or some other classification other than a Class 2 nonresidential farm building, then The Wedding Barn must retrofit the Premises to ensure compliance with the FFPC for such classification within the above prescribed deadlines. This Paragraph survives termination of this Agreement.

ARTICLE 3. INSURANCE

The Wedding Barn agrees that it shall maintain insurance in the minimum amounts and types required by law.

ARTICLE 4. NOTICES

With the exception of the notice provided for in Article 2.3, any notice sent pursuant

to this Agreement shall be sufficient if made via hand-delivery or if sent by regular U.S.

Mail to the following:

As to the District:

Greater Naples Fire Rescue District Attention: Fire Chief 14575 Collier Boulevard Naples, Florida 34119

As to The Wedding Barn:

Naples Wedding Barn Inc. Attention: Jeanette Kuszlyk, President 511 6th Street NE Naples, Florida 34120

If a Notice is sent via ordinary U.S. Mail, receipt shall be deemed to be five (5) days from

the date of the Notice.

ARTICLE 5. APPLICABLE LAW: VENUE

The laws of the State of Florida shall govern the validity, interpretation, construction, and performance of this Agreement. Venue for any suit involving this

Agreement shall be in Collier County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

ARTICLE 6. ENTIRE AGREEMENT; AMENDMENTS

The Parties agree that this Agreement constitutes the entire agreement by the Parties and, unless otherwise provided herein, may be amended only in writing, signed by both Parties.

ARTICLE 7. DISCLAIMER OF THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties to this Agreement and their successors, heirs, and assigns. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

ARTICLE 8. WAIVER

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right nay be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Agreement.

ARTICLE 9. SEVERABILITY

In the event any provision of this Agreement, shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, then such provision shall be

severable, and the remaining portions of this Agreement shall remain in full force and effect.

ARTICLE 10. SOVEREIGN IMMUNITY

The District intend to avail itself of the benefits of Section 768.28, F.S., and of other statutes and common law governing sovereign immunity to the fullest extent possible. No provision, term, or condition of this Agreement shall be construed as a waiver by the District of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S. This provision shall survive termination of this Agreement.

ARTICLE 11. INDEMNIFICATION

The Wedding Barn agrees to hold harmless the District, its employees, and agents, against any and all claims and/or damages by or on behalf of any person, employee, or legal entity arising from any willful, reckless, or negligent act on the Premises or Property by The Wedding Barn or its invitees or licensees. No provision, term, or condition of this Agreement will be construed as a waiver by the District of any rights provided for by any provision of law, including but not limited to Section 768.28, F.S. or Article 10 of this Agreement. This provision shall survive termination of this Agreement.

ARTICLE 12. ATTORNEY'S FEES AND COSTS

In the event there is litigation arising under or related to this Agreement, each Party shall pay its own attorney's fees, costs, and expenses incurred in enforcing the Agreement, including on appeal.

ARTICLE 13. BINDING AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, and assigns.

ARTICLE 14. TERMINATION

Should The Wedding Barn fail to comply with the requirements of Paragraphs 1, 2, 3, or 4 of this Agreement, as solely determined by the District, The Wedding Barn agrees that the Premises shall be immediately classified as a Class 3 farm building and this Agreement shall automatically terminate. Should The Wedding Barn fail to comply with any other provision of this Agreement, as solely determined by the District, the District shall provide written notification to correct such noncompliance to The Wedding Barn, which shall correct such noncompliance within 15 days of the date of such written notice. If The Wedding Barn does not correct such noncompliance within 15 days, or if The Wedding Barn has three (3) total failures to comply, as solely determined by the District, The Wedding Barn agrees that the Premises shall be immediately classified as a Class 3 farm building and this Agreement shall automatically terminate. This Agreement shall also automatically terminate if the statute or rules related to agritourism are revised requiring Class 2 nonresidential farm building to comply with the FFPC, the elimination of the ability for the owner and the agency having jurisdiction to agree to an occupant load below the calculated load, or any legal determination that new buildings are not allowed under section 570.86, F.S., unless the statute provides that Class 2 nonresidential farm buildings and associated agritourism activities that were in operation at the time of the statutory change are not required to comply with the FFPC (i.e. the Premises is grandfathered in with the 2020 statutory requirements). In the event of such termination, The Wedding Barn will retrofit the Premises to meet or otherwise comply with the FFPC within one hundred twenty (120) days. Any event occurring while the Premises is in the process of being upgraded to comply with Class C requirements of the Florida Fire

Prevention Code will be required to have a fire watch in place for the duration of said event. This provision shall survive termination of this Agreement.

ARTICLE 15. EFFECTIVE DATE

The Effective Date of this Agreement shall be on the day the last Party executes the Agreement, as indicated below.

ARTICLE 16. COUNTERPARTS

The Parties may execute this Agreement in counterparts.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives, effective as of the date set forth below.

> **GREATER NAPLES FIRE RESCUE DISTRICT**

Witness

Jeff Page Chair

Date

NAPLES WEDDING BARN INC.

Jeanette Kuszlyk President Date

Date

Oland



NEW BUSINESS

Agenda Item:	III. E.
Subject:	New Fire Apparatus
Meeting Date:	September 9, 2020
Prepared by:	Wayne J. Martin, Assistant Chief

Background

During the 2020-2021 Budget Workshop the Board indicated staff should consider the inclusion of at least one new fire apparatus be included in the proposed budget. A new fire engine has been added for consideration and staff has vetted potential opportunities if approved. There is a current opportunity to purchase a production model apparatus very similar to Engine 73 for \$476,000 from REV E-ONE, Ocala, Florida. The apparatus is available through the Sarasota County Competitive Bid process which allows the District to piggyback the existing contract.

Funding Source/Financial Impact

2020-2021 General Fund. It will be purchased over seven years by use of a financing instrument to be determined.

Recommendation

Staff recommends the District authorize up to \$476,000 for the purchase of one new E-ONE Fire Engine and secure best financing for the District.

Potential Motion

Move to authorize to move forward to purchase one new E-ONE Fire Engine from REV E-ONE for up to \$476,000 and secure best financing for the District.

Fire Chief Review

