

### AGENDA GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING April 13, 2021

## I. MEETING OPENED

- A. Pledge of Allegiance and Invocation
- B. 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
- C. Approval, Additions and Deletions to the Agenda
- D. Approval of the GNFD Board Minutes March 9, 2021
- E. Fire Chief's District Report Fire Chief Sapp
  - 1. Line of Duty Deaths Moment of Silence
  - 2. Awards and Recognition

Civilian Employee of the Year: Maria Mercedes Carrillo

Promotion to Battalion Chief: Kevin Schoch and Brian Heath

- F. Chapter 175 Firefighters' Pension Plan Chairman Tim Sims
- G. Local 2396 Report President Joey Brown

## II. OLD BUSINESS

- A. AIW- Vacant Land Update- Fire Chief Sapp
- B. AIW- White Lake Property Financing- Fire Chief Sapp
- C. Aerial Operations- Fire Chief Sapp
- D. Greater Naples Fire Foundation Update- Fire Chief Sapp

## III. NEW BUSINESS

- A. AIW- Administrative Handbook/Command Structure- Fire Chief Sapp
- B. AIW- Associate Medical Director Agreement- Fire Chief Sapp
- C. ALS Interlocal Agreement- Fire Chief Sapp
- D. AIW- Recognition Time in Service Policy- Fire Chief Sapp
- E. AIW- Fire Engine Purchase Chief McLaughlin
- F. AIW- Boat 90 Dock Repair- Chief McLaughlin
- G. Public Comment for items not on the Agenda
- H. Comments by Commissioners



### AGENDA GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING April 13, 2021

## ADJOURNMENT

Next Regular Scheduled Board Meeting May 11, 2021



II.

III.

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A. Pledge of Allegiance and Invocation

B.	Consent Agenda All matters listed under this item are considered routine and action will a one motion without separate discussion of each item; if discussion is des member of the Board, that item(s) will be removed from the Consent Age considered separately.	ired by a
	1. Treasurer Report	1 - 15
	2. Disposition of Fixed Assets	16
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D.	Approval of the GNFD Board Minutes March 9, 2021	17 - 19
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	1. Line of Duty Deaths Moment of Silence	
	2. Awards and Recognition	
	Civilian Employee of the Year: Maria Mercedes Carrillo	
	Promotion to Battalion Chief: Kevin Schoch and Brian He	eath
F.	Chapter 175 Firefighters' Pension Plan – Chairman Tim Sims	
G.	Local 2396 Report – President Joey Brown	
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B.	AIW- White Lake Property Financing- Fire Chief Sapp	97 - 132
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D.	Greater Naples Fire Foundation Update- Fire Chief Sapp	
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F.	AIW- Boat 90 Dock Repair- Chief McLaughlin	251 - 254
G.	Public Comment for items not on the Agenda	
ы	Comments by Commissionars	

H. Comments by Commissioners



### AGENDA GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING April 13, 2021

### ADJOURNMENT

Next Regular Scheduled Board Meeting May 11, 2021

Join Zoom Meeting https://us02web.zoom.us/j/84627941410?pwd=QzRRZmx5R0dvV2xLWEp4bEJJaGdQUT09 To participate via phone dial 1 (929) 205 6099 Meeting ID: 846 2794 1410 Passcode: 325853

Assets

\$ 24,012,550.39

\$ 57,517.90

\$40,674.77

\$ 57,782.62

\$20,280.15

\$20,892,875.73

\$116,492.77

\$ 723,099.99

\$ 2,103,826.46

Assets	
CASH IN BANK	
10100-001-0000-003	
10100-001-0000-004	
10100-001-0000-005	
10100-001-0000-010	
10100-001-0001-002	
10100-001-0003-003	
10100-001-0015-000	
10100-001-0200-000	

#### ACCOUNTS RECEIVABLE

	Total ACCOUNTS RECEIVABLE:		\$ 94,626.05
11500-001-0013-000	FALSE ALARM RECEIVABLE	\$ 2,735.43	
11500-001-0011-000	RETURNED CHECKS	\$ 160.00	
11500-001-0008-000	MISC. RECEIVABLE- PREVENTION	\$ 31,135.00	
11500-001-0007-000	MISCELLANEOUS RECEIVABLE	\$ 33,915.06	
11500-001-0003-000	EMPLOYEE RECEIVABLE	\$ 7,705.89	
11500-001-0001-000	COLLIER COUNTY RECEIVABLE	\$ 18,974.67	
ACCOUNTS RECEIVABLE			

DENTAL ACCOUNT (GNFRD)

HEALTH FUND (GNFRD)

PURCHASING CARD

Total CASH IN BANK:

UHC - MEDICARE - GNFRD

PAYROLL CASH IN BANK

**OPERATIONS GENERAL FUND** 

DEBT SERVICE RESERVE FUND

FIRST FLORIDA INTEGRITY BANK

#### DUE FROM OTHER FUNDS

13100-001-0003-000 13200-900-0001-001 13300-001-0000-001

#### PROPERTY HELD FOR SALE 15000-001-0000-000

#### PREPAID

15500-001-0000-000 15500-001-0001-000 15500-001-0004-000

#### Liabilities

**VOUCHER PAYABLE** 20100-001-0000-001 20100-001-0000-002 20100-001-0000-003 20100-001-0000-005 20100-001-0000-006 20100-001-0000-009 20100-001-0000-010 20100-001-0000-012 20100-001-0000-013 20100-001-0000-014 20100-001-0000-019 20100-001-0000-022 20100-001-0000-025

#### ACCRUED WAGES PAYABLE 21600-001-0000-000

Run Date: 4/7/2021 1:19:46PM G/L Date: 3/31/2021

COLLIER COUNTY RECEIVABLE	\$ 18,974.67	
EMPLOYEE RECEIVABLE	\$ 7,705.89	
MISCELLANEOUS RECEIVABLE	\$ 33,915.06	
MISC. RECEIVABLE- PREVENTION	\$ 31,135.00	
RETURNED CHECKS	\$ 160.00	
FALSE ALARM RECEIVABLE	\$ 2,735.43	
Total ACCOUNTS RECEIVABLE:		\$ 94,626.05
DUE FROM FOUNDATION TO GENERAL FUND	\$ 2,789.11	
DUE FROM MM63 FOR SET UP	\$ 175,000.00	
DUE FROM M63	\$ 436,909.56	
Total DUE FROM OTHER FUNDS:		\$ 614,698.67
PROPERTY HELD FOR SALE	\$ 1,000,000.00	
Total PROPERTY HELD FOR SALE:		\$ 1,000,000.00
PREPAID EXPENSES	\$ 6,220.09	
PREPAID INSURANCE	\$ 822,519.64	
DEPOSIT IN ZENNITH FOR GRIT CLAIMS	\$ 20,732.79	
Total PREPAID:		\$ 849,472.52
Total Assets:		\$ 26,571,347.63

VOUCHERS PAYABLE	\$ 805.67	
AFLAC - PRE TAX	\$-0.35	
AFLAC - POST TAX	\$ 0.33	
DISTRICT CONTRIB TO NW RETIREMENT	\$ 109.99	
EE CONTRIB TO DEF COMP - NW (457)	\$ 125.00	
EE ELECTIVE LIFE INS - STANDARD INS	\$-1,257.15	
EE CONTRIBUTION TO FRS	\$ 516.28	
EE CONTRIB TO 175 RETIREMENT	\$ 35.25	
FSA CONTRIBUTION	\$-4,836.20	
GARNISHMENT	\$ 544.46	
DISTRICT 457 NW MATCH	\$ 500.00	
FSA Contributions from Prior Year	\$ 26,137.32	
DISTRICT 457 FL MATCH	\$ 125.00	
Total VOUCHER PAYABLE:		\$ 22,805.60
ACCRUED WAGES PAYABLE	\$ 98,000.00	

ue District (GNF)	Greater Naples Fire Rescu					
\$ 98,000.00		Total ACCRUED WAGES PAYABLE:				
			ACCRUED TAXES PAYABLE			
	\$ 0.01	FICA TAXES	21700-001-0000-002			
	\$ 0.01	EMPLOYER SOCIAL SECURITY TAXES	21700-001-0000-003			
\$ 0.02		Total ACCRUED TAXES PAYABLE:				
			OTHER CURRENT LIABILITIES			
	\$ 32,404.42	GRIT BANKRUPTCY DISPURSEMENT	22900-001-0001-000			
\$ 32,404.42		Total OTHER CURRENT LIABILITIES:				
\$ 153,210.04		Total Liabilities:				
			Equity			
			PREPAID EXPENSES			
	\$ 371,170.76	PREPAID EXPENSES	27300-000-0000-001			
	\$ 1,000,000.00	LAND HELD FOR SALE	27300-000-0000-002			
\$ 1,371,170.76		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			
	\$ 16,790,617.95	Retained Earnings-Current Year	28400-001-0000-002			
	\$ 1,106,235.70	FUND BALANCE CURRENT YEAR	28400-001-0000-002			
\$ 25,046,968.36		Total FUND BALANCE:				
\$ 26,418,139.12		Total Equity:				
\$ 26,571,349.16		Total Liabilities & Equity:				

ue District (GNF)	Greater Naples Fire Rescu					
\$ 98,000.00		Total ACCRUED WAGES PAYABLE:				
			ACCRUED TAXES PAYABLE			
	\$ 0.01	FICA TAXES	21700-001-0000-002			
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\$ 0.02		Total ACCRUED TAXES PAYABLE:				
			OTHER CURRENT LIABILITIES			
	\$ 32,404.42	GRIT BANKRUPTCY DISPURSEMENT	22900-001-0001-000			
\$ 32,404.42		Total OTHER CURRENT LIABILITIES:				
\$ 153,210.04		Total Liabilities:				
			Equity			
			PREPAID EXPENSES			
	\$ 371,170.76	PREPAID EXPENSES	27300-000-0000-001			
	\$ 1,000,000.00	LAND HELD FOR SALE	27300-000-0000-002			
\$ 1,371,170.76		Total PREPAID EXPENSES:				
			UND BALANCE			
	\$ 697,321.00	FUND BALANCE - RESTRICTED	28100-001-0000-000			
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\$ 25,046,968.36		Total FUND BALANCE:				
\$ 26,418,139.12		Total Equity:				
\$ 26,571,349.16		Total Liabilities & Equity:				

#### GNFRD INCOME STATEMENT For The 6 Periods Ended 3/31/2021

#### 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	690,327.84	62.22	2,663,461.33	89.72	30,707,319.13	90.66	31,961,535.80	89.7
31100-001-0000-002	PRIOR YEAR TAXES	350.21	0.03	291.66	0.01	9,423.03	0.03	3,500.00	0.0
31100-001-0000-003	WARRANT DISTRIBUTIONS	0.00	0.00	208.33	0.01	29,696.78	0.09	2,500.00	0.0
31100-001-0000-004	COUNTY HELD DISTRIBUTIONS	0.00	0.00	12.50	0.00	235.68	0.00	150.00	0.0
31100-001-0000-005	AD VALOREM INTEREST	0.00	0.00	125.00	0.00	2,689.26	0.01	1,500.00	0.0
31100-001-0000-007	EXCESS FEES	0.00	0.00	8,333.33	0.28	0.00	0.00	100,000.00	0.2
31100-001-2060-012	AD VALOREM - OCHOPEE	149,765.95	13.50	103,180.33	3.48	356,121.79	1.05	1,238,164.00	3.4
31100-001-2060-013	OCHOPEE MANAGEMENT FEE	0.00	0.00	47,091.66	1.59	565,100.00	1.67	565,100.00	1.5
Total TAXES:	-	840,444.00	75.75	2,822,704.14	95.08	31,670,585.67	93.50	33,872,449.80	95.0
INSPECTION FEES NE	w								
32901-001-0000-010	INSPECTION FEES NEW CONSTRUCTIC	73,151.08	6.59	37,500.00	1.26	404,181.11	1.19	450,000.00	1.2
32901-001-0000-011	TIMED INSP/RE-INSP FEES NEW CONS	2,100.00	0.19	625.00	0.02	4,775.00	0.01	7,500.00	0.0
32901-001-0000-012	RE-INSPECTON - NEW	8,600.00	0.78	3,750.00	0.13	26,650.00	0.08	45,000.00	0.1
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	1,550.00	0.14	416.66	0.01	3,300.00	0.01	5,000.00	0.0
32901-001-0000-016	HYDRANT THRUST BLOCK RE-INSP	275.00	0.02	41.66	0.00	350.00	0.00	500.00	0.0
32901-001-0000-017	FIRE FLOWS	4,650.00	0.42	1,708.33	0.06	12,600.00	0.04	20,500.00	0.0
32901-001-0000-018	FIRE FLOW RE-INSPECTION	300.00	0.03	208.33	0.01	1,950.00	0.01	2,500.00	0.0
32901-001-0000-019	PLAN REVIEWS	0.00	0.00	0.00	0.00	100.00	0.00	0.00	0.0
32901-001-2060-000	INSPECTION FEES NEW - OCHOPEE	0.00	0.00	291.66	0.01	0.00	0.00	3,500.00	0.0
Total INSPECTION FEE	ES NEW:	90,626.08	8.17	44,624.97	1.50	453,906.11	1.34	535,500.00	1.5
INSPECTION FEES EX	ISTING								
32910-001-1000-110	INSP. FEES EXISTING - TIMED	225.00	0.02	62.50	0.00	525.00	0.00	750.00	0.0
32910-001-1000-111	OCCUPATIONAL INSPECTION	3,145.00	0.28	2,000.00	0.07	13,760.00	0.04	24,000.00	0.0
32910-001-1000-112	<b>RE-INSPECTION FEES - EXISTING</b>	0.00	0.00	20.83	0.00	900.00	0.00	250.00	0.0
32910-001-1000-113	INSPECTION FEES 0 - 3,000 SQ FT EXIS	75.00	0.01	291.67	0.01	675.00	0.00	3,500.00	0.0
32910-001-1000-114	INSPECTION FEES 3,001 - 30,000 SQ FT	600.00	0.05	250.00	0.01	1,985.00	0.01	3,000.00	0.0
32910-001-1000-115	INSPECTION FEES 30,001 - 100,000 SQ	0.00	0.00	295.83	0.01	1,200.00	0.00	3,550.00	0.0
32910-001-1000-116	INSPECTION FEES OVER 100,000 SQ F	250.00	0.02	500.00	0.02	750.00	0.00	6,000.00	0.0
32910-001-1000-117	KEY BOX INSPECTIONS - EXISTING	0.00	0.00	20.83	0.00	0.00	0.00	250.00	0.0
32910-001-1000-119	INSP. FEES APARTMENT/CONDO 4 BUI	0.00	0.00	20.83	0.00	0.00	0.00	250.00	0.0
Total INSPECTION FEE	ES EXISTING:	4,295.00	0.39	3,462.49	0.12	19,795.00	0.06	41,550.00	0.1
FEDERAL GRANTS									
33100-001-0000-201	FEDERAL GRANTS AWARDED	0.00	0.00	6,032.17	0.20	1,146,770.00	3.39	72,386.00	0.2
33100-001-2050-012	GRANT - SAFER	0.00	0.00	39,673.83	1.34	221,896.09	0.66	476,086.00	1.3

Run Date: 4/7/2021 1:17:44PM

G/L Date: 3/31/2021

#### GNFRD INCOME STATEMENT For The 6 Periods Ended 3/31/2021

#### Greater Naples Fire Rescue District (GNF)

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
Total FEDERAL GRAN	TS:	0.00	0.00	45,706.00	1.54	1,368,666.09	4.04	548,472.00	1.54
FIREFIGHTERS SUPPL									
33500-001-0000-210	FIREFIGHTER SUPPLEMENTAL INCOMI	0.00	0.00	5,416.67	0.18	17,480.00	0.05	65,000.00	0.18
33500-001-0000-290	MARC UNIT - STATE OF FLORIDA	0.00	0.00	12,458.33	0.42	71,480.23	0.21	149,500.00	0.42
Total FIREFIGHTERS S		0.00	0.00	17,875.00	0.60	88,960.23	0.26	214,500.00	0.60
FIRE & LIFE SAFETY C	CHARGES & FEES								
34200-001-0000-202	REIMBURSEMENT FOR OT	2,550.00	0.23	833.33	0.03	3,150.00	0.01	10,000.00	0.03
34200-001-0000-203	FALSE ALARMS	0.00	0.00	2,500.00	0.08	400.00	0.00	30,000.00	0.08
34200-001-0000-206	ISO LETTERS	25.00	0.00	25.00	0.00	150.00	0.00	300.00	0.00
34200-001-0000-207	KEY BOXES SOLD	0.00	0.00	25.00	0.00	0.00	0.00	300.00	0.00
34200-001-0000-208	DUPLICATE NOC'S	140.00	0.01	166.67	0.01	340.00	0.00	2,000.00	0.0
34200-001-0000-209	DEFICIENCY REVIEWS	300.00	0.03	291.67	0.01	700.00	0.00	3,500.00	0.0
34200-001-0000-210	VARIANCE REQUESTS	200.00	0.02	250.00	0.01	900.00	0.00	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	0.00
34200-001-0000-212	TRAINING DONE BY F & L SAFETY	60.00	0.01	25.00	0.00	130.00	0.00	300.00	0.00
34200-001-0000-904	SPECIAL EVENT INSPECTION FEES	300.00	0.03	166.67	0.01	450.00	0.00	2,000.00	0.0
34200-001-0000-905	OTHER F & L MISC. INCOME	550.00	0.05	166.67	0.01	996.46	0.00	2,000.00	0.0
Total FIRE & LIFE SAF	ETY CHARGES & FEES:	4,125.00	0.37	4,533.34	0.15	8,116.46	0.02	54,400.00	0.15
INTEREST EARNINGS									
36100-001-0000-001	INTEREST EARNINGS	3,480.67	0.31	13,166.67	0.44	19,480.00	0.06	158,000.00	0.44
Total INTEREST EARN	INGS:	3,480.67	0.31	13,166.67	0.44	19,480.00	0.06	158,000.00	0.44
RENTALS & LEASES									
36200-001-0000-002	CELL TOWER LEASE CONTRACT	3,467.89	0.31	6,250.00	0.21	20,601.15	0.06	75,000.00	0.2
36200-001-0000-003	PUBLIC SAFETY - STATION 21	0.00	0.00	600.00	0.02	638.55	0.00	7,200.00	0.02
36200-001-0000-004	PUBLIC SAFETY - STATION 22	0.00	0.00	344.00	0.01	818.46	0.00	4,128.00	0.0
36200-001-0000-005	PUBLIC SAAFETY - STATION 23	600.00	0.05	300.00	0.01	2,100.00	0.01	3,600.00	0.0
36200-001-0000-006	PUBLIC SAFETY - STATION 20	0.00	0.00	750.00	0.03	0.00	0.00	9,000.00	0.03
Total RENTALS & LEAS	SES:	4,067.89	0.37	8,244.00	0.28	24,158.16	0.07	98,928.00	0.28
DISPOSITION OF FIXE	D ASSETS								
36400-001-0000-001	DISPOSITION OF FIXED ASSETS	0.00	0.00	833.33	0.03	0.00	0.00	10,000.00	0.03
Total DISPOSITION OF	FIXED ASSETS:	0.00	0.00	833.33	0.03	0.00	0.00	10,000.00	0.03
CONTRIBUTIONS AND	DONATIONS								
36600-001-0000-001	CONTRIBUTIONS AND DONATIONS	2.55	0.00	20.83	0.00	2,557.55	0.01	250.00	0.00
Total CONTRIBUTIONS	AND DONATIONS:	2.55	0.00	20.83	0.00	2,557.55	0.01	250.00	0.00
OTHER MISCELLANEC	DUS INCOME								
36900-001-0000-902	FIRE MARSHALL MOU REIMBURSEMEN	0.00	0.00	3,750.00	0.13	0.00	0.00	45,000.00	0.13

Run Date: 4/7/2021 1:17:45PM

G/L Date: 3/31/2021

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For The 6 Periods Ended 3/31/2021

#### Greater Naples Fire Rescue District (GNF)

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
OTHER MISCELLANEC		(Cor	ntinued)	· · ·		· · · ·			
36900-001-0000-904	SHOP REVENUE	0.00	0.00	3,333.33	0.11	42,801.68	0.13	40,000.00	0.11
36900-001-0000-906	OTHER MISC. INCOME	152,641.16	13.76	41.67	0.00	159,396.86	0.47	500.00	0.00
36900-001-4010-006	-GEN-VEHICLE REPAIR - GNFRD	4,634.85	0.42	0.00	0.00	4,634.85	0.01	0.00	0.00
36900-001-4010-046	VEHICLE REPAIR INSURANCE REIM.	5,224.78	0.47	416.67	0.01	8,626.60	0.03	5,000.00	0.01
Total OTHER MISCELL	ANEOUS INCOME:	162,500.79	14.65	7,541.67	0.25	215,459.99	0.64	90,500.00	0.25
Total Revenue:	-	1,109,541.98	100.00	2,968,712.44	100.00	33,871,685.26	100.00	35,624,549.80	100.00
Gross Profit:	-	1,109,541.98	100.00	2,968,712.44	100.00	33,871,685.26	100.00	35,624,549.80	100.00
Expenses									
LEGISLATIVE SALARIE	ES								
51100-001-0000-011	LEGISLATIVE SALARIES (COMMISSION	2,530.00	0.23	2,708.33	0.09	13,244.25	0.04	32,500.00	0.09
Total LEGISLATIVE SA	LARIES:	2,530.00	0.23	2,708.33	0.09	13,244.25	0.04	32,500.00	0.09
EXECUTIVE SALARIES	& WAGES								
51200-001-0000-011	EXECUTIVE SALARIES	134,586.33	12.13	90,766.33	3.06	572,487.37	1.69	1,089,196.00	3.06
51200-001-0000-012	EXECUTIVE 175 PENSION CONTRACTU	1,352.08	0.12	395.83	0.01	3,442.22	0.01	4,750.00	0.01
Total EXECUTIVE SAL	ARIES & WAGES:	135,938.41	12.25	91,162.16	3.07	575,929.59	1.70	1,093,946.00	3.07
ADMINISTRATIVE SAL	ARIES								
51300-001-1000-012	SALARIES - NON BARGAINING (ADMIN,	96,723.46	8.72	116,705.08	3.93	548,016.99	1.62	1,400,461.00	3.93
51300-001-1000-014	OVERTIME (NON-BARGAINING)	2,842.44	0.26	6,250.00	0.21	11,885.51	0.04	75,000.00	0.21
Total ADMINISTRATIVE	SALARIES:	99,565.90	8.97	122,955.08	4.14	559,902.50	1.65	1,475,461.00	4.14
BARGAINING UNIT SH	IFT SALARIES & WAGES								
51310-001-2000-012	BARGAINING UNIT SALARIES - SHIFT	856,792.69	77.22	1,077,676.00	36.30	5,351,200.17	15.80	12,932,112.00	36.30
51310-001-2000-013	FIREFIGHTERS - PART TIME	0.00	0.00	10,416.67	0.35	0.00	0.00	125,000.00	0.35
51310-001-2000-014	OVERTIME - SHIFT	195,833.12	17.65	150,229.17	5.06	1,109,991.91	3.28	1,802,750.00	5.06
51310-001-2050-012	SAFER GRANT SALARIES -FF	50,443.18	4.55	104,306.00	3.51	325,551.27	0.96	1,251,672.00	3.51
51310-001-2050-014	SAFER GRANT OVERTIME - FF	0.00	0.00	4,166.67	0.14	15,520.36	0.05	50,000.00	0.14
Total BARGAINING UN	IT SHIFT SALARIES & WAGES:	1,103,068.99	99.42	1,346,794.51	45.37	6,802,263.71	20.08	16,161,534.00	45.37
BARGAINING UNIT - N	ON SHIFT								
51320-001-3000-012	SALARIES - FIRE & LIFE SAFETY	66,919.20	6.03	75,206.25	2.53	362,801.93	1.07	902,475.00	2.53
51320-001-3000-014	OVERTIME FIRE & LIFE SAFETY	374.57	0.03	8,333.33	0.28	5,519.24	0.02	100,000.00	0.28
Total BARGAINING UN	IT - NON SHIFT:	67,293.77	6.07	83,539.58	2.81	368,321.17	1.09	1,002,475.00	2.81
EARNINGS OTHER									
51330-001-9000-011	DISPLACEMENT PAY	0.00	0.00	12.50	0.00	101.74	0.00	150.00	0.00
51330-001-9000-013	HOLIDAY	0.00	0.00	18,750.00	0.63	430.46	0.00	225,000.00	0.63
51330-001-9000-014	VACATION	41,213.92	3.71	10,833.33	0.36	54,866.94	0.16	130,000.00	0.36
51330-001-9000-015	SICK TIME	52,741.94	4.75	21,666.67	0.73	62,275.33	0.18	260,000.00	0.73

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#### GNFRD INCOME STATEMENT For The 6 Periods Ended 3/31/2021

#### Greater Naples Fire Rescue District (GNF)

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
EARNINGS OTHER	-	(Cor	itinued)						
51330-001-9000-016	457 CONTRACTUAL	384.62	0.03	408.33	0.01	2,362.66	0.01	4,900.00	0.0
51330-001-9010-011	LIFE INSURANCE OVER \$50,000	49.50	0.00	0.00	0.00	6,040.50	0.02	0.00	0.0
51330-001-9010-012	LIFE INSURANCE OVER \$50,000	-49.50	0.00	0.00	0.00	-6,040.50	-0.02	0.00	0.0
51330-001-9012-011	DISABILITY BENEFITS	11,089.77	1.00	0.00	0.00	72,976.35	0.22	0.00	0.0
51330-001-9012-012	NET DISABILITY BENEFITS	-11,089.77	-1.00	0.00	0.00	-72,976.35	-0.22	0.00	0.0
Total EARNINGS OTHE	ER:	94,340.48	8.50	51,670.83	1.74	120,037.13	0.35	620,050.00	1.7
DEBT SERVICE									
51700-001-0000-071	DEBT SERVICE - PRINCIPAL PAYMENT	131,921.50	11.89	50,601.17	1.70	426,280.14	1.26	607,214.00	1.7
51700-001-0000-072	DEBT SERVICE - INTEREST PAYMENT	19,695.01	1.78	6,333.33	0.21	73,189.59	0.22	76,000.00	0.2
Total DEBT SERVICE:	-	151,616.51	13.66	56,934.50	1.92	499,469.73	1.47	683,214.00	1.9
FICA TAXES									
52201-001-0000-011	ER SS TAXES	89,057.02	8.03	88,419.58	2.98	501,995.59	1.48	1,061,035.00	2.9
52201-001-0000-012	ER MEDICARE TAXES	21,425.85	1.93	24,205.42	0.82	120,599.96	0.36	290,465.00	0.8
Total FICA TAXES:	-	110,482.87	9.96	112,625.00	3.79	622,595.55	1.84	1,351,500.00	3.7
RETIREMENT CONTRI	BUTIONS								
52202-001-0010-022	FRS CONTRIBUTIONS	229,265.41	20.66	220,158.67	7.42	1,486,834.97	4.39	2,641,904.00	7.4
52202-001-0011-022	175 RETIREMENT PLAN CONTRIBUTION	58,525.24	5.27	46,176.42	1.56	320,692.84	0.95	554,117.00	1.5
52202-001-0012-022	NATIONWIDE RETIREMENT PLAN	2,869.28	0.26	3,575.00	0.12	20,853.64	0.06	42,900.00	0.1
52202-001-0013-022	DISTRICT DEF COMP MATCH - NW	900.00	0.08	975.00	0.03	6,850.00	0.02	11,700.00	0.0
52202-001-0014-022	DISTRICT DEF COMP FL MATCH	250.00	0.02	1,137.50	0.04	2,150.00	0.01	13,650.00	0.0
Total RETIREMENT CC	ONTRIBUTIONS:	291,809.93	26.30	272,022.59	9.16	1,837,381.45	5.42	3,264,271.00	9.1
LIFE AND HEALTH INS	SURANCE								
52205-001-0010-023	INS BENEFITS FIXED - DENTAL	1,092.35	0.10	1,274.08	0.04	6,857.48	0.02	15,289.00	0.0
52205-001-0011-023	INSURANCE BENEFITS FIXED - LIFE IN:	4,952.40	0.45	3,916.67	0.13	29,976.63	0.09	47,000.00	0.1
52205-001-0012-023	INS BENEFITS FIXED - MEDICAL	254,812.96	22.97	254,997.75	8.59	1,575,640.93	4.65	3,059,973.00	8.5
52205-001-0013-023	INS BENEFITS FIXED - STD/LTD	12,669.92	1.14	13,200.00	0.44	77,093.16	0.23	158,400.00	0.4
52205-001-0014-023	INS BENEFTIS FIXED - VISION	2,338.20	0.21	2,814.00	0.09	14,096.44	0.04	33,768.00	0.0
52205-001-0015-023	INS BENEFITS - DENTAL CLAIMS	18,960.09	1.71	13,166.67	0.44	78,264.77	0.23	158,000.00	0.4
52205-001-0016-023	INS BENEFITS - MEDICAL HRA	68,067.78	6.13	55,532.58	1.87	364,933.68	1.08	666,391.00	1.8
Total LIFE AND HEALT	H INSURANCE:	362,893.70	32.71	344,901.75	11.62	2,146,863.09	6.34	4,138,821.00	11.6
WORKERS COMPENS	ATION								
52210-001-0010-024	WORKERS COMPENSATION PREMIUM	47,897.42	4.32	48,041.92	1.62	295,624.52	0.87	576,503.00	1.6
52210-001-0011-024	EE WORKERS COMP CHECKS	-6,917.00	-0.62	0.00	0.00	-36,338.66	-0.11	0.00	0.0
52210-001-0012-024	EXPENSES FOR GRIT CLAIMANTS	218.99	0.02	208.33	0.01	441.98	0.00	2,500.00	0.0
Total WORKERS COM	- PENSATION:	41,199.41	3.71	48,250.25	1.63	259,727.84	0.77	579,003.00	1.6

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For The 6 Periods Ended 3/31/2021

#### Greater Naples Fire Rescue District (GNF)

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
UNEMPLOYMENT COM	- IPENSATION	(Con	tinued)						
52215-001-0000-025	RE-EMPLOYMENT TAX	0.00	0.00	1,000.00	0.03	3,148.01	0.01	12,000.00	0.03
52215-001-0000-026	POST EMPLOYMENT BENEFITS (PEHP)	0.00	0.00	25,833.33	0.87	290,000.00	0.86	310,000.00	0.87
52215-001-0010-026	SB 426 CANCER COVERAGE	0.00	0.00	3,500.00	0.12	30,588.17	0.09	42,000.00	0.12
Total UNEMPLOYMEN	T COMPENSATION:	0.00	0.00	30,333.33	1.02	323,736.18	0.96	364,000.00	1.02
PROFESSIONAL SERV	/ICES								
52220-001-0000-031	PROFESSIONAL SERVICES	52,264.98	4.71	22,958.33	0.77	306,622.49	0.91	275,500.00	0.77
52220-001-0011-031	CONTRACTUAL SERV - ADV COLLECTC	13,813.58	1.24	50,416.67	1.70	617,550.26	1.82	605,000.00	1.70
52220-001-0012-031	CONTRACTUAL SERV - IMPACT FEE CC	1,133.48	0.10	1,166.67	0.04	10,221.99	0.03	14,000.00	0.04
52220-001-0013-031	CONTRACTUAL SERV - PROPERTY APF	0.00	0.00	20,833.33	0.70	108,985.84	0.32	250,000.00	0.70
52220-001-1000-031	CONTRACTUAL SERV - GENERAL OPEI	46,649.66	4.20	12,745.00	0.43	135,898.44	0.40	152,940.00	0.43
52220-001-2060-031	CONTRACTUAL SERV - OCHOPEE	3,206.88	0.29	1,162.17	0.04	7,814.64	0.02	13,946.00	0.04
52220-001-3000-031	CONTRACTUAL SERV FIRE & LIFE SAFI	926.10	0.08	4,125.00	0.14	7,959.36	0.02	49,500.00	0.14
52220-001-4000-031	CONTRACTUAL SERVICES FLEET	0.00	0.00	2,328.33	0.08	44.40	0.00	27,940.00	30.0
52220-001-8000-031	CONTRACTUAL SERV - LOGISTICS	0.00	0.00	15,766.67	0.53	4,425.02	0.01	189,200.00	0.53
Total PROFESSIONAL	SERVICES:	117,994.68	10.63	131,502.17	4.43	1,199,522.44	3.54	1,578,026.00	4.43
ACCOUNTING & AUDI	TING								
52225-001-0000-032	ACCOUNTING & AUDITING	0.00	0.00	3,875.00	0.13	1,000.00	0.00	46,500.00	0.13
Total ACCOUNTING &	AUDITING:	0.00	0.00	3,875.00	0.13	1,000.00	0.00	46,500.00	0.13
CURRENT CHARGES									
52230-001-0000-037	CURRENT CHARGES	713.08	0.06	3,541.67	0.12	7,659.53	0.02	42,500.00	0.12
Total CURRENT CHAR	GES:	713.08	0.06	3,541.67	0.12	7,659.53	0.02	42,500.00	0.12
TRAVEL & PER DIEM									
52235-001-0010-040	EMPLOYEE TOLLS REIMBURSEMENT	0.00	0.00	12.50	0.00	5.88	0.00	150.00	0.00
Total TRAVEL & PER D	IEM:	0.00	0.00	12.50	0.00	5.88	0.00	150.00	0.00
COMMUNICATIONS &	FREIGHT								
52240-001-0000-041	COMMUNICATIONS- CELL PHONES	0.00	0.00	1,583.33	0.05	200.00	0.00	19,000.00	0.05
52240-001-0000-042	FREIGHT & POSTAGE SERVICES	52.21	0.00	333.33	0.01	881.41	0.00	4,000.00	0.01
52240-001-0015-041	COMMUNICATIONS-GENERAL	15,491.35	1.40	10,219.17	0.34	64,327.85	0.19	122,630.00	0.34
52240-001-2060-041	COMMUNICATIONS - OCHOPEE	2,220.61	0.20	2,000.00	0.07	9,329.72	0.03	24,000.00	0.07
Total COMMUNICATIO	- NS & FREIGHT:	17,764.17	1.60	14,135.83	0.48	74,738.98	0.22	169,630.00	0.48
UTILITY SERVICES									
52245-001-0000-043	UTILITIES	12,286.86	1.11	16,016.83	0.54	87,405.99	0.26	192,202.00	0.54
52245-001-2060-043	UTILITY SERVICES - OCHOPEE	943.67	0.09	1,062.50	0.04	5,517.43	0.02	12,750.00	0.04
Total UTILITY SERVICE	= = S:	13,230.53	1.19	17,079.33	0.58	92,923.42	0.27	204,952.00	0.58
RENTALS & LEASES									

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For The 6 Periods Ended 3/31/2021

#### Greater Naples Fire Rescue District (GNF)

- S & LEASES S & LEASES - E-FLEET S & LEASES - FACILITIES/LOGI: - AL INSURANCE S- HURRICANE IRMA - RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE - MARC UNIT	Period to Date (Con 103.38 15,708.39 0.00 15,811.77 0.00 0.00 2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21 299.00	% tinued) 0.01 1.42 0.00 1.43 0.00 0.00 0.00 0.27 0.01 0.23 0.67 0.00 5.42 0.09	PTD Budget 666.67 15,500.00 3,000.00 19,166.67 37,878.58 37,878.58 0.00 1,250.00 1,250.00 1,791.67 2,062.50 1,166.67 1,166.67 33,333.33	% 0.02 0.52 0.10 0.65 1.28 1.28 0.00 0.04 0.06 0.07 0.04 0.04 0.04	Year to Date 863.28 89,905.42 22,393.05 113,161.75 476,391.36 476,391.36 4,282.00 4,487.33 88.47 4,593.37 8,197.37 239.38	% 0.00 0.27 0.07 0.33 1.41 1.41 0.01 0.01 0.01 0.00 0.01 0.02	Annual Budget 8,000.00 186,000.00 36,000.00 230,000.00 454,543.00 454,543.00 0.00 15,000.00 21,500.00 24,750.00 14,000.00	% 0.0 0.5 0.1 0.6 1.2 1.2 0.0 0.0 0.0 0.0 0.0 0.0 0.0
S & LEASES - E-FLEET S & LEASES - FACILITIES/LOGI: AL INSURANCE S- HURRICANE IRMA - RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	103.38 15,708.39 0.00 15,811.77 0.00 0.00 2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	0.01 1.42 0.00 1.43 0.00 0.00 0.00 0.27 0.01 0.23 0.67 0.00 5.42	15,500.00 3,000.00 19,166.67 37,878.58 37,878.58 0.00 1,250.00 1,791.67 2,062.50 1,166.67 1,166.67	0.52 0.10 0.65 1.28 1.28 0.00 0.04 0.06 0.07 0.04	89,905.42 22,393.05 113,161.75 476,391.36 476,391.36 4,282.00 4,487.33 88.47 4,593.37 8,197.37	0.27 0.07 0.33 1.41 1.41 0.01 0.01 0.00 0.01	186,000.00 36,000.00 230,000.00 454,543.00 454,543.00 0.00 15,000.00 21,500.00 24,750.00	0.5 0.1 0.6 1.2 1.2 0.0 0.0 0.0 0.0 0.0
S & LEASES - E-FLEET S & LEASES - FACILITIES/LOGI: AL INSURANCE S- HURRICANE IRMA - RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	15,708.39 0.00 15,811.77 0.00 0.00 2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	1.42 0.00 1.43 0.00 0.00 0.00 0.27 0.01 0.23 0.67 0.00 5.42	15,500.00 3,000.00 19,166.67 37,878.58 37,878.58 0.00 1,250.00 1,791.67 2,062.50 1,166.67 1,166.67	0.52 0.10 0.65 1.28 1.28 0.00 0.04 0.06 0.07 0.04	89,905.42 22,393.05 113,161.75 476,391.36 476,391.36 4,282.00 4,487.33 88.47 4,593.37 8,197.37	0.27 0.07 0.33 1.41 1.41 0.01 0.01 0.00 0.01	186,000.00 36,000.00 230,000.00 454,543.00 454,543.00 0.00 15,000.00 21,500.00 24,750.00	0.5 0.1 0.6 1.2 1.2 0.0 0.0 0.0 0.0 0.0
S & LEASES - FACILITIES/LOGI: AL INSURANCE S- HURRICANE IRMA - RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	0.00 15,811.77 0.00 0.00 2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	0.00 1.43 0.00 0.00 0.27 0.01 0.23 0.67 0.00 5.42	3,000.00 19,166.67 37,878.58 37,878.58 0.00 1,250.00 1,791.67 2,062.50 1,166.67 1,166.67	0.10 0.65 1.28 1.28 0.00 0.04 0.06 0.07 0.04	22,393.05 113,161.75 476,391.36 476,391.36 4,282.00 4,487.33 88.47 4,593.37 8,197.37	0.07 0.33 1.41 1.41 0.01 0.01 0.00 0.01	36,000.00 230,000.00 454,543.00 454,543.00 0.00 15,000.00 21,500.00 24,750.00	0.1 0.6 1.2 1.2 0.0 0.0 0.0 0.0 0.0
AL INSURANCE S- HURRICANE IRMA - RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	15,811.77 0.00 0.00 2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	1.43 0.00 0.00 0.27 0.01 0.23 0.67 0.00 5.42	19,166.67 37,878.58 37,878.58 0.00 1,250.00 1,791.67 2,062.50 1,166.67 1,166.67	0.65 1.28 1.28 0.00 0.04 0.06 0.07 0.04	113,161.75 476,391.36 476,391.36 4,282.00 4,487.33 88.47 4,593.37 8,197.37	0.33 1.41 1.41 0.01 0.01 0.00 0.01	230,000.00 454,543.00 454,543.00 0.00 15,000.00 21,500.00 24,750.00	0.6 1.2 1.2 0.0 0.0 0.0 0.0 0.0
- S- HURRICANE IRMA - RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	0.00 0.00 2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	0.00 0.00 0.27 0.01 0.23 0.67 0.00 5.42	37,878.58 37,878.58 0.00 1,250.00 1,791.67 2,062.50 1,166.67 1,166.67	1.28 1.28 0.00 0.04 0.06 0.07 0.04	476,391.36 476,391.36 4,282.00 4,487.33 88.47 4,593.37 8,197.37	1.41 1.41 0.01 0.01 0.00 0.01	454,543.00 454,543.00 0.00 15,000.00 21,500.00 24,750.00	1.2 1.2 0.0 0.0 0.0 0.0 0.0
- S- HURRICANE IRMA - RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	0.00 0.00 2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	0.00 0.27 0.01 0.23 0.67 0.00 5.42	37,878.58 0.00 1,250.00 1,791.67 2,062.50 1,166.67 1,166.67	1.28 0.00 0.04 0.06 0.07 0.04	476,391.36 4,282.00 4,487.33 88.47 4,593.37 8,197.37	1.41 0.01 0.01 0.00 0.01	454,543.00 0.00 15,000.00 21,500.00 24,750.00	1.2 0.0 0.0 0.0 0.0
- S- HURRICANE IRMA - RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	0.00 0.00 2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	0.00 0.27 0.01 0.23 0.67 0.00 5.42	37,878.58 0.00 1,250.00 1,791.67 2,062.50 1,166.67 1,166.67	1.28 0.00 0.04 0.06 0.07 0.04	476,391.36 4,282.00 4,487.33 88.47 4,593.37 8,197.37	1.41 0.01 0.01 0.00 0.01	454,543.00 0.00 15,000.00 21,500.00 24,750.00	1.2 0.0 0.0 0.0 0.0
- RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	0.00 2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	0.00 0.27 0.01 0.23 0.67 0.00 5.42	0.00 1,250.00 1,791.67 2,062.50 1,166.67 1,166.67	0.00 0.04 0.06 0.07 0.04	4,282.00 4,487.33 88.47 4,593.37 8,197.37	0.01 0.01 0.00 0.01	0.00 15,000.00 21,500.00 24,750.00	0.0 0.0 0.0 0.0
- RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	0.27 0.01 0.23 0.67 0.00 5.42	1,250.00 1,791.67 2,062.50 1,166.67 1,166.67	0.04 0.06 0.07 0.04	4,487.33 88.47 4,593.37 8,197.37	0.01 0.00 0.01	15,000.00 21,500.00 24,750.00	0.0 0.0 0.0
- RADIOS & MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	2,969.75 88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	0.27 0.01 0.23 0.67 0.00 5.42	1,250.00 1,791.67 2,062.50 1,166.67 1,166.67	0.04 0.06 0.07 0.04	4,487.33 88.47 4,593.37 8,197.37	0.01 0.00 0.01	15,000.00 21,500.00 24,750.00	0.0 0.0 0.0
& MAINTENACE - ADMIN & MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	88.47 2,542.73 7,384.95 0.00 60,118.30 983.21	0.01 0.23 0.67 0.00 5.42	1,791.67 2,062.50 1,166.67 1,166.67	0.06 0.07 0.04	88.47 4,593.37 8,197.37	0.00 0.01	21,500.00 24,750.00	0.0 0.0
& MAINT - OPERATIONS & MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	2,542.73 7,384.95 0.00 60,118.30 983.21	0.23 0.67 0.00 5.42	2,062.50 1,166.67 1,166.67	0.07 0.04	4,593.37 8,197.37	0.01	24,750.00	0.0
& MAINT OCHOPEE & MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	7,384.95 0.00 60,118.30 983.21	0.67 0.00 5.42	1,166.67 1,166.67	0.04	8,197.37			
& MAINT. FIRE & LIFE SAFETY E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	0.00 60,118.30 983.21	0.00 5.42	1,166.67		,	0.02	14,000.00	0.0
E REPAIR - GNFRD VEHICLES E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	60,118.30 983.21	5.42	,	0.04	230 38			0.0
E REPAIR - NON GNFRD & MAINTENANCE- MARC UNIT	983.21		33,333.33		203.00	0.00	14,000.00	0.0
& MAINTENANCE- MARC UNIT		0.09		1.12	177,072.45	0.52	400,000.00	1.1
	200 00	0.00	3,750.00	0.13	44,143.83	0.13	45,000.00	0.1
	233.00	0.03	12,458.33	0.42	299.00	0.00	149,500.00	0.4
E REPAIR - OCHOPEE	11,779.97	1.06	2,666.67	0.09	13,522.71	0.04	32,000.00	0.0
& MAINT - MARINE VESSEL	0.00	0.00	1,583.33	0.05	0.00	0.00	19,000.00	0.0
S & MAINTENANCE MARINE - O	2,689.40	0.24	416.67	0.01	2,713.09	0.01	5,000.00	0.0
& MAINT MARINE VESSEL - ISL	14,723.54	1.33	0.00	0.00	18,478.59	0.05	0.00	0.0
& MAINTENANCE - TRAINING	0.00	0.00	208.33	0.01	691.35	0.00	2,500.00	0.0
& MAINT - SPECIAL OPERATIOI	632.39	0.06	833.33	0.03	671.11	0.00	10,000.00	0.0
& MAINTENANCE - DIVE	0.00	0.00	0.00	0.00	631.76	0.00	0.00	0.0
& MAINTENANCE - SCBA	0.00	0.00	1,208.33	0.04	2,420.00	0.01	14,500.00	0.0
& MAINTENANCE - MEDICAL	0.00	0.00	208.33	0.01	216.67	0.00	2,500.00	0.0
& MAINT - FACILITIES	23,586.02	2.13	12,304.17	0.41	76,985.77	0.23	147,650.00	0.4
& MAINT FACILITES MAJOR PR	1,725.00	0.16	12,500.00	0.42	18,679.80	0.06	150,000.00	0.4
-	129,522.73	11.67	88,908.33	2.99	378,414.05	1.12	1,066,900.00	2.9
IG & BINDING	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
-	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
SUPPLIES	2,658.01	0.24	1,093.75	0.04	7,036.75	0.02	13,125.00	0.0
-	2,658.01	0.24	1,093.75	0.04	7,036.75	0.02	13,125.00	0.0
	-	G & BINDING 0.00 0.00 SUPPLIES 2,658.01	G & BINDING 0.00 0.00 0.00 0.00 SUPPLIES 2,658.01 0.24	G & BINDING         0.00         0.00         83.33           0.00         0.00         83.33           SUPPLIES         2,658.01         0.24         1,093.75	G & BINDING         0.00         0.00         83.33         0.00           0.00         0.00         0.00         83.33         0.00           SUPPLIES         2,658.01         0.24         1,093.75         0.04	G & BINDING         0.00         0.00         83.33         0.00         0.00           0.00         0.00         83.33         0.00         0.00           SUPPLIES         2,658.01         0.24         1,093.75         0.04         7,036.75	G & BINDING         0.00         0.00         83.33         0.00         0.00         0.00           0.00         0.00         0.00         83.33         0.00         0.00         0.00           0.00         0.00         83.33         0.00         0.00         0.00           SUPPLIES         2,658.01         0.24         1,093.75         0.04         7,036.75         0.02	G & BINDING         0.00         0.00         83.33         0.00         0.00         1,000.00           0.00         0.00         83.33         0.00         0.00         1,000.00           0.00         0.00         83.33         0.00         0.00         1,000.00           SUPPLIES         2,658.01         0.24         1,093.75         0.04         7,036.75         0.02         13,125.00

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For The 6 Periods Ended 3/31/2021

#### Greater Naples Fire Rescue District (GNF)

				ORIGINAL				ORIGINAL	
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%
FUELS & LUBRICANTS		(Cor	tinued)						
52275-001-0010-052	FUELS & LUBRICANTS	1,857.94	0.17	1,666.67	0.06	3,786.31	0.01	20,000.00	0.0
52275-001-0011-052	FUELS & LUBRICANTS - UNLEADED	5,890.06	0.53	5,735.50	0.19	30,649.12	0.09	68,826.00	0.1
52275-001-0012-052	FUELS & LUBRICANTS - DIESEL	11,461.52	1.03	12,916.67	0.44	55,665.69	0.16	155,000.00	0.4
52275-001-0090-052	MARINE NON-ETHANOL UNLEADED	1,007.41	0.09	1,625.00	0.05	2,605.04	0.01	19,500.00	0.0
52275-001-2060-052	FUEL - OCHOPEE	0.00	0.00	981.25	0.03	0.00	0.00	11,775.00	0.0
Total FUELS & LUBRICA	ANTS:	20,216.93	1.82	22,925.09	0.77	92,706.16	0.27	275,101.00	0.7
<b>OPERATING SUPPLIES</b>									
52285-001-0001-052	OPERATING-GEN-OPERATING SUPPLIE	0.00	0.00	0.00	0.00	907.79	0.00	0.00	0.0
52285-001-1000-052	OPERATING SUPPLIES - ADMIN	193.41	0.02	275.00	0.01	311.62	0.00	3,300.00	0.0
52285-001-2000-052	<b>OPERATING SUPPLIES - OPERATIONS</b>	4,753.07	0.43	3,916.67	0.13	18,719.89	0.06	47,000.00	0.1
52285-001-2060-052	<b>OPERATING SUPPLIES - OCHOPEE</b>	0.00	0.00	291.67	0.01	0.00	0.00	3,500.00	0.0
52285-001-3000-052	<b>OPERATING SUPPLY - FIRE &amp; LIFE SAF</b>	79.92	0.01	1,666.67	0.06	733.12	0.00	20,000.00	0.0
52285-001-4000-052	OPERATING SUPPLIES - FLEET	496.06	0.04	666.67	0.02	1,410.39	0.00	8,000.00	0.0
52285-001-5000-052	<b>OPERATING SUPPLIES - TRAINING</b>	417.72	0.04	291.67	0.01	4,839.70	0.01	3,500.00	0.0
52285-001-6010-052	OPERATING SUPPLIES - DIVE	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
52285-001-6011-052	OPERATING SUPPLIES - HAZ MAT	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
52285-001-6012-052	OPERATING SUPPLIES - SCBA	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
52285-001-6013-052	OPERATING SUPPLIES - USAR	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
52285-001-6014-052	OPERATING SUPPLIES - MERT	0.00	0.00	83.33	0.00	0.00	0.00	1,000.00	0.0
52285-001-7000-052	OPERATING SUPPLES - MEDICAL	1,619.46	0.15	3,750.00	0.13	5,681.12	0.02	45,000.00	0.1
52285-001-8000-052	<b>OPERATING SUPPLIES - FACILITIES/MA</b>	478.56	0.04	625.00	0.02	1,648.40	0.00	7,500.00	0.0
52285-001-9000-052	OPERATING EXPENSES - COVID 19	19,569.32	1.76	6,250.00	0.21	96,238.53	0.28	75,000.00	0.2
Total OPERATING SUPP	PLIES:	27,607.52	2.49	18,150.00	0.61	130,490.56	0.39	217,800.00	0.6
SMALL EQUIPMENT									
52910-001-1000-049	SMALL EQUIPMENT - ADMIN	4,952.96	0.45	1,250.00	0.04	7,842.71	0.02	15,000.00	0.0
52910-001-2000-049	SMALL EQUIPMENT - OPERATIONS	23,538.07	2.12	6,250.00	0.21	46,391.41	0.14	75,000.00	0.2
52910-001-2060-049	SMALL EQUIPMENT - OCHOPEE	832.19	0.08	833.33	0.03	5,579.11	0.02	10,000.00	0.0
52910-001-3000-049	SMALL EQUIP - FIRE & LIFE SAFETY	0.00	0.00	1,347.00	0.05	315.90	0.00	16,164.00	0.0
52910-001-4000-049	SMALL EQUIPMENT - FLEET	0.00	0.00	416.67	0.01	1,034.24	0.00	5,000.00	0.0
52910-001-5000-049	SMALL EQUIP - TRAINING	0.00	0.00	537.50	0.02	1,400.08	0.00	6,450.00	0.0
52910-001-6010-049	SMALL EQUIP - DIVE	4,053.85	0.37	208.33	0.01	4,053.85	0.01	2,500.00	0.0
52910-001-6011-049	SMALL EQUIP - HAZ MAT	0.00	0.00	666.67	0.02	0.00	0.00	8,000.00	0.0
52910-001-6012-049	SMALL EQUIPMENT - SCBA	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.0
52910-001-6013-049	SMALL EQUIPMENT - USAR	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.0
52910-001-6014-049	SMALL EQUIPMENTMERT	0.00	0.00	208.33	0.01	0.00	0.00	2,500.00	0.0
52910-001-7000-049	SMALL EQUIP - MEDICAL	0.00	0.00	291.67	0.01	1,797.30	0.01	3,500.00	0.0
52910-001-8000-049	SMALL EQUIP-LOGISTICS	637.74	0.06	291.67	0.01	848.57	0.00	3,500.00	0.0

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For The 6 Periods Ended 3/31/2021

#### Greater Naples Fire Rescue District (GNF)

				ORIGINAL				ORIGINAL		
		Period to Date	%	PTD Budget	%	Year to Date	%	Annual Budget	%	
Total SMALL EQUIPME	NT:	34,014.81	3.07	12,717.83	0.43	69,263.17	0.20	152,614.00	0.43	
UNIFORMS										
52920-001-1000-052	UNIFORMS - ADMIN	1,128.27	0.10	1,250.00	0.04	2,908.63	0.01	15,000.00	0.04	
52920-001-2000-052	UNIFORMS-OPERATIONS	13,667.57	1.23	7,083.33	0.24	18,020.47	0.05	85,000.00	0.24	
52920-001-2011-052	UNIFORMS - PPE	23,230.28	2.09	8,983.00	0.30	38,129.71	0.11	107,796.00	0.30	
52920-001-3000-052	UNIFORMS - FIRE & LIFE SAFETY	928.96	0.08	416.67	0.01	1,317.40	0.00	5,000.00	0.01	
Total UNIFORMS:	-	38,955.08	3.51	17,733.00	0.60	60,376.21	0.18	212,796.00	0.60	
BOOKS, DUES										
52930-001-1000-055	BOOKS, DUES - ADMIN	3,787.75	0.34	3,423.33	0.12	9,862.32	0.03	41,080.00	0.12	
52930-001-2000-055	BOOKS, DUES - OPERATIONS	3,865.25	0.35	10,833.33	0.36	26,135.88	0.08	130,000.00	0.36	
52930-001-3000-055	BOOKS, DUES - FIRE & LIFE SAFETY	425.00	0.04	1,687.50	0.06	1,374.59	0.00	20,250.00	0.06	
52930-001-4000-055	BOOKS, DUES - FLEET	377.65	0.03	1,281.67	0.04	1,867.73	0.01	15,380.00	0.04	
52930-001-5000-055	BOOKS, DUES - TRAINING	2,167.11	0.20	1,666.67	0.06	7,812.78	0.02	20,000.00	0.06	
52930-001-5010-055	BOOKS, DUES - TRAINING CPR	0.00	0.00	20.83	0.00	0.00	0.00	250.00	0.00	
52930-001-6000-055	BOOKS, DUES- SPECIAL OPERATIONS	0.00	0.00	100.00	0.00	0.00	0.00	1,200.00	0.00	
52930-001-6012-055	BOOKS, DUES - SCBA	0.00	0.00	166.67	0.01	0.00	0.00	2,000.00	0.01	
52930-001-7000-055	BOOKS, DUES - MEDICAL	0.00	0.00	873.92	0.03	671.45	0.00	10,487.00	0.03	
Total BOOKS, DUES:		10,622.76	0.96	20,053.92	0.68	47,724.75	0.14	240,647.00	0.68	
CAPITAL OUTLAY										
52940-001-0000-062	CAPITAL OUTLAY - BUILDING & IMPROV	0.00	0.00	12,209.58	0.41	0.00	0.00	146,515.00	0.41	
52940-001-0000-064	CAPITAL OUTLAY - EQUIP & FURNISHIN	174,611.46	15.74	10,525.00	0.35	200,180.11	0.59	126,300.00	0.35	
52940-001-0000-068	CAPITAL OUTLAY - INTANGIBLE ASSET	0.00	0.00	11,083.33	0.37	0.00	0.00	133,000.00	0.37	
52940-001-0000-069	CAPITAL OUTLAY - VEHICLES	0.00	0.00	833.33	0.03	0.00	0.00	10,000.00	0.03	
52940-001-0000-070	CAPITAL OUTLAY - FIRE & RESCUE VEI	0.00	0.00	6,367.58	0.21	0.00	0.00	76,411.00	0.21	
Total CAPITAL OUTLAY	<b>'</b> :	174,611.46	15.74	41,018.82	1.38	200,180.11	0.59	492,226.00	1.38	
Total Expenses:		3,064,463.50	276.19	3,013,773.73	101.52	17,081,067.31	50.43	36,165,285.00	101.52	
Net Income from Opera	tions:	-1,954,921.52	-176.19	-45,061.29	-1.52	16,790,617.95	49.57	-540,735.20	-1.52	
Earnings before Incom	e Tax:	-1,954,921.52	-176.19	-45,061.29	-1.52	16,790,617.95	49.57	-540,735.20	-1.52	
Net Income (Loss):	-	-1,954,921.52	-176.19	-45,061.29	-1.52	16,790,617.95	49.57	-540,735.20	-1.52	

#### Greater Naples Fire Rescue District (IMP)

Assets 10100-301-0000-001	IMPACT FEES (IBERAIBANK)	\$ 7,811,051.49	
	Total Assets:	••••••••••	\$ 7,811,051.49
Liabilities			
CURRENT LIABILITIES			
20100-301-0000-001	VOUCHERS PAYABLE	\$ 148,008.83	
	Total CURRENT LIABILITIES:		\$ 148,008.83
	Total Liabilities:		\$ 148,008.83
Equity			
28100-301-0000-001	FUND BALANCE - IMPACT FEES PRIOR YEAR RESTRICTED	\$ 6,119,850.21	
28100-301-0000-002	Retained Earnings-Current Year	\$ 549,205.51	
28100-301-0000-002	FUND BALANCE IMPACT FEES CURRRENT YEAR	\$ 993,986.94	
	- Total Equity:		\$ 7,663,042.66
	Total Liabilities & Equity:		\$ 7,811,051.49

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### Impact Fees Income Statement For The 6 Periods Ended 3/31/2021

#### 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	113,347.61	99.18	108,333.33	97.74	1,022,198.80	99.04	1,300,000.00	97.74
Total IMPACT FEES:	_	113,347.61	99.18	108,333.33	97.74	1,022,198.80	99.04	1,300,000.00	97.74
GRANTS									
33100-301-0000-200	FEDERAL GRANT - PUBLIC SAFETY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
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	942.54	0.82	2,500.00	2.26	9,945.95	0.96	30,000.00	2.20
Total INTEREST EARN	INGS:	942.54	0.82	2,500.00	2.26	9,945.95	0.96	30,000.00	2.20
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	0.00
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:	-	114,290.15	100.00	110,833.33	100.00	1,032,144.75	100.00	1,330,000.00	100.00
Gross Profit:	-	114,290.15	100.00	110,833.33	100.00	1,032,144.75	100.00	1,330,000.00	100.0
Expenses									
IMPACT FEE EXPENSE	E								
51700-301-0000-071	DEBT SERVICES	75,492.68	66.05	33,564.64	30.28	210,271.95	20.37	402,775.69	30.28
51700-301-0000-072	DEBT SERVICES -INTEREST	12,647.37	11.07	8,556.60	7.72	35,922.17	3.48	102,679.31	7.72
52220-301-0000-031	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
52230-301-0000-037	CURRENT CHARGES	0.00	0.00	0.00	0.00	25.00	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	0.00
52285-301-2000-052	OPERATING SUPPLIES - SAFER GRAN1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Total IMPACT FEE EXP	PENSE:	88,140.05	77.12	42,121.24	38.00	246,219.12	23.86	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	0.0
52910-301-2010-046	NEW VEHICLE SMALL PARTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
52910-301-4000-049	SMALL EQUIPMENT AND TOOLS	1,521.98	1.33	0.00	0.00	1,838.88	0.18	0.00	0.0
Fotal SMALL EQUIPME	ENT:	1,521.98	1.33	0.00	0.00	1,838.88	0.18	0.00	0.0
JNIFORMS									
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	0.00

Run Date: 4/7/2021 3:13:41PM

G/L Date: 4/7/2021

### Impact Fees Income Statement For The 6 Periods Ended 3/31/2021

#### Greater Naples Fire Rescue District (IMP)

				ORIGINAL				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	100,000.00	9.69	0.00	0.00
52940-301-0000-062	CAPITAL OUTLAY - BUILDING & IMPROV	0.00	0.00	164,166.66	148.12	0.00	0.00	1,970,000.00	148.12
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	0.00	0.00	7,083.33	6.39	3,989.94	0.39	85,000.00	6.39
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	5,833.33	5.26	0.00	0.00	70,000.00	5.26
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	58,346.80	51.05	0.00	0.00	130,891.30	12.68	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>-</i>	58,346.80	51.05	177,083.32	159.77	234,881.24	22.76	2,125,000.00	159.77
Total Expenses:	-	148,008.83	129.50	219,204.56	197.78	482,939.24	46.79	2,630,455.00	197.78
Net Income From Oper	ations:	-33,718.68	-29.50	-108,371.23	-97.78	549,205.51	53.21	-1,300,455.00	-97.78
Earnings Before Incom	e Tax:	-33,718.68	-29.50	-108,371.23	-97.78	549,205.51	53.21	-1,300,455.00	-97.78
Net Income (Loss):	-	-33,718.68	-29.50	-108,371.23	-97.78	549,205.51	53.21	-1,300,455.00	-97.78

#### **GNFRD Hydrant Fund (HYD)**

Assets			
10100-101-0000-001	HYDRANT OPERATING ACCOUNT	\$ 619,194.86	
	Total Assets:		\$ 619,194.86
Equity			
28200-101-0000-001	FUND BALANCE - HYDRANT ASSIGNED (PRIOR YTD)	\$ 502,005.83	
28200-101-0000-003	Retained Earnings-Current Year	\$ 24,504.73	
28200-101-0000-003	FUND BALANCE-CURRENT YEAR	\$ 92,684.30	
	Total Equity:		\$ 619,194.86
	Total Liabilities & Equity:		\$ 619,194.86

Run Date: 4/7/2021 3:10:48PM G/L Date: 3/31/2021

### HYDRANT FUND INCOME STATEMENT

For The 6 Periods Ended 3/31/2021

### 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	20,000.00	99.61	1,666.66	93.02	25,000.00	96.77	20,000.00	93.02
Total HYDRANT MAINTENANCE INCOME:	20,000.00	99.61	1,666.66	93.02	25,000.00	96.77	20,000.00	93.02
INTEREST EARNINGS								
36100-101-0000-100 INTEREST EARNINGS	78.54	0.39	125.00	6.98	834.73	3.23	1,500.00	6.98
Total INTEREST EARNINGS:	78.54	0.39	125.00	6.98	834.73	3.23	1,500.00	6.98
Total Revenue:	20,078.54	100.00	1,791.66	100.00	25,834.73	100.00	21,500.00	100.00
Gross Profit:	20,078.54	100.00	1,791.66	100.00	25,834.73	100.00	21,500.00	100.00
Expenses								
52200-101-0000-046 REPAIR AND MAINTENANCE	0.00	0.00	3,858.33	215.35	1,330.00	5.15	46,300.00	215.35
Total Expenses:	0.00	0.00	3,858.33	215.35	1,330.00	5.15	46,300.00	215.35
Net Income From Operations:	20,078.54	100.00	-2,066.67	-115.35	24,504.73	94.85	-24,800.00	-115.35
Earnings Before Income Tax:	20,078.54	100.00	-2,066.67	-115.35	24,504.73	94.85	-24,800.00	-115.35
Net Income (Loss):	20,078.54	100.00	-2,066.67	-115.35	24,504.73	94.85	-24,800.00	-115.35

### Greater Naples Fire Rescue District Disposition of Fixed Assets # 21-004

To: Board o	f Fire Cor	nmissio	ners				D	ate: 04/13/21	
Inventory No.	System No.	GL Fund	Description	Condition	Age (years)	Comments Disposal Method	Location	Org Cost	Depreciation Value
4809	1043		Air Cylinder	Out of Service Date		Auction	Station 72	\$614.80	\$593.42
3675	2835		Air Cylinder	Out of Service Date		Auction	Station 72	\$539.70	\$398.7
3846	2890		Air Cylinder	Out of Service Date		Auction	Station 72	\$525.00	\$300.4
4805	1040		Air Cylinder	Out of Service Date		Auction	Station 72	\$614.80	\$593.4
4807	1042		Air Cylinder	Out of Service Date		Auction	Station 72	\$614.80	\$593.4
4812	1047		Air Cylinder	Out of Service Date		Auction	Station 72	\$614.80	\$593.4
4130	1031		Air Cylinder	Out of Service Date		Auction	Station 72	\$614.80	\$593.4
3851	2895		Air Cylinder	Out of Service Date		Auction	Station 72	\$525.00	\$300.4
3680	2840		Air Cylinder	Out of Service Date		Auction	Station 72	\$539.70	\$398.7
3845	2889		Air Cylinder	Out of Service Date		Auction	Station 72	\$525.00	\$300.4
3847	2891		Air Cylinder	Out of Service Date		Auction	Station 72	\$525.00	\$300.4
3844	2888		Air Cylinder	Out of Service Date		Auction	Station 72	\$525.00	\$300.4
4815	1027		Air Cylinder	Out of Service Date		Auction	Station 72	\$614.80	\$593.4
3672	2832		Air Cylinder	Out of Service Date		Auction	Station 72	\$539.70	\$398.7
3981	1083		Air Cylinder	Out of Service Date		Auction	Station 72	\$614.80	\$614.8
3682	2842		Air Cylinder	Out of Service Date		Auction	Station 72	\$588.45	\$434.8
3835	2879		Air Cylinder	Out of Service Date		Auction	Station 72	\$525.00	\$300.4
3833	2877		Air Cylinder	Out of Service Date		Auction	Station 72	\$525.00	\$300.4
3832	2876		Air Cylinder	Out of Service Date		Auction	Station 72	\$525.00	\$300.4
4458	1025		Air Cylinder	Out of Service Date		Auction	Station 72	\$1,118.01	\$1,118.0
4814	1049		Air Cylinder	Out of Service Date		Auction	Station 72	\$614.80	\$593.4
3836	2880		Air Cylinder	Out of Service Date		Auction	Station 72	\$525.00	\$300.4
							TOTAL	\$12,968.96	\$10,221.6
Motion to di	spose of I	isted pr	that the property items listed operty offered by Commission to Signed this 13	oner		dition and warrant dis conded by Commissi			
	,								
Commissior	ner Nick E	Biando					Commissioner Charles C	Cottiers	
Commissior	ner Kevin	Gerrity					Commissioner AI Duffy		
Commissior	ner David	Stedma	an						



### MINUTES GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING March 9, 2021

## II. OLD BUSINESS

### A. Fire Chief Selection Committee Update – Commissioner Stedman

Commissioner Stedman gave an update that there was a lot of confusion surrounding qualifications and there were not many qualified applicants. He reported the Committee suggested resolutions such as starting over and hiring a head hunter to do the search and discussion ensued regarding the best route. Commissioner Duffy recommended the current applicants be sent back to the committee to bring five candidates to the Board to interview. Attorney Laura Donaldson stated the qualifications were unclear which made the applicant spreadsheet utilized not completely accurate.

Commissioner Stedman made a motion to abandon the current process and reassess the process in a different way going forward. Commissioner Cottiers seconded. Motion passed 4–1. (Duffy)

Commissioner Biondo made a motion to hire an outside firm to search for the next Fire Chief, to inquire the cost of such service, and have the Board make the final decision. Commissioner Stedman seconded. Commissioner Biondo amended the motion to find out the cost of hiring an outside firm. Commissioner Stedman seconded. Motion passed 4 -1. (Duffy)

Commissioner Gerrity spoke about the successes of the organization since Chief Sapp has been Fire Chief and suggested he stay in the position. Commissioners Cottiers, Biondo, and Stedman agreed.

Commissioner Cottiers made a motion to assign Chief Sapp as Fire Chief under a one-year contract. Commissioner Gerrity seconded.

There was discussion about removing the time frame.

Commissioner Cottiers amended the motion to recommend Chief Sapp be the Fire Chief. Commissioner Gerrity seconded. Motion passed 5-0.

Commissioner Gerrity will work on the details of a contract and bring back to the Board. Commissioner Stedman made a motion to reconsider getting costs for a head hunter. Commissioner Cottiers seconded. Motion passed 5-0.

## B. AIW – Vacant Land Update – Fire Chief Sapp

Fire Chief Sapp presented update on the vacant properties owned by the District. After discussion on three properties; Commissioners directed staff to contact the company that the District traded with for the Sabal Palm Road property to explore options and assess the value of the Outer Drive property.

Commissioner Cottiers made a motion to contact the company that traded the Sabal Palm Rd. property. Commissioner Stedman seconded. Motion passed 5-0.

## C. Aerial Operations – Chief Sapp

Fire Chief Sapp advised he has discussed options with North Collier Fire District (NCFD) regarding moving Ladder 72. NCFD is in process of being rated for ISO and not in a position to make changes at this time. This item will stay on Agenda until resolved.



### MINUTES GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING March 9, 2021

## D. Property Repair Update – Assistant Chief McLaughlin

Assistant Chief McLaughlin provided an update on property repairs. Commissioner Gerrity stated that there needs to be a strategic plan for property repairs. *Commissioner Stedman made a motion to proceed with repairs to the Fleet Maintenance facility and Station 21 at a cost not to exceed \$91,000. Commissioner Duffy seconded. Motion passed 5-0.* 

### E. Training Records – 3-Year Summary – Assistant Chief Low

Chief Low provided a 3-year training summary report requested by Commissioner Biondo. Copies the of breakdown summary were handed out. The future of Dr. Tober's contract with the District was discussed and what direction the

District wants to go. There has not been training provided in over a year. Commissioner Duffy made a motion to terminate Dr. Tober's contract. Commissioner Cottiers seconded. Motion passed 5-0.

Commissioner Biondo requested information from Chief Low regarding what portion of training was provided by Operations personnel versus Training Section personnel and how many licensed EMT versus licensed Paramedics are with the District.

## **III. NEW BUSINESS**

### A. AIW– Resolution 2021-01 Fire Code Officials Office Final Dissolution – Fire Chief Sapp Commissioner Cottiers moved to approve the final distribution payments to close out the Fire Code Officials account. Commissioner Stedman seconded. Motion passed 5-0. Commissioner Biondo stated getting rid of the Fire Code Officials Office was one of the biggest mistake we ever made.

## B. AIW- Resolution 2021-02 Executive Office Authorization White Lake

Commissioner Cottiers moved to approve authorization of Chief Officers to act on behalf of the District for the White Lake Property. Commissioner Stedman seconded. Motion passed 5-0.

## C. County Mutual Aid Agreement

Commissioner Stedman made a motion to approve the County Mutual Aid Agreement. Commissioner Duffy seconded. Motion passed 5-0.

## D. Non-Union Wage Increase

Commissioner Stedman stated he wants the non-union personnel to receive the same wage increase as Union personnel, as it has been done in the past.

Commissioner Stedman made a motion to extend the same circumstance to non-union personnel working for the District. Commissioner Stedman amended the motion to provide raises for those who have been without a raise the same amount of time the Union have been without. Commissioner Biondo seconded.

President Brown clarified that the Union raises are not effective until May 31 which would give time to review and approve salary increases. Vice President Tobin suggested an amendment to the Administrative Handbook to include salary adjustment in alignment with the Union Contract.



### MINUTES GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS MEETING March 9, 2021

Commissioner Stedman rescinded the motion and made a new motion to re-examine the Administrative Handbook and bring it up current to mirror what the current situation is.

### E. Public Comments items not listed on the Agenda

Former Fire Commissioner George Danz expressed concern about terminating Dr. Tober's contract. It was clarified that he is the Medical Director for Collier County and the contract was for services provided to the District.

### F. Comments by Commissioners

Commissioner Biondo asked for an update on the Foundation lawsuit. Fire Chief Sapp responded the District is awaiting response from the Attorney General on this matter. In addition, Commissioner Biondo inquired about purchasing new engines. He stipulated he wants the trucks to be purchased based on functionality and not appearance. Fire Chief Sapp advised this purchase will be brought to next month's Board meeting.

# **IV. ADJOURNMENT**

Commissioner Stedman made a motion to adjourn at 7:51 p.m. Commissioner Cottiers seconded. Motion passed 5-0, meeting adjourned.

Duly passed with a vote of \_\_\_\_\_ to \_\_\_\_ and adopted in session on the 13<sup>th</sup> day April 2021.

Chairman Kevin Gerrity

**Commissioner Al Duffy** 

**Commissioner Charles Cottiers** 

**Commissioner David Stedman** 

**Commissioner Nick Biondo** 



# MARCH, 2021

<b>REPORTING OFFICER</b>	J. Nolan Sapp, Interim Fire Chief
ТҮРЕ	Monthly – Commission
SUBMITTAL DATE	April 8, 2021

### **ACTIVITIES REPORT**

<u>COVID-19</u> – The District continues to support countywide vaccination efforts. The District has opened our own community vaccination distribution site at the South Collier Library. Many indicators are pointing into transitioning from public safety to the private sector for vaccinations by summer.

<u>Personnel</u>- The District received three Firefighter resignations and two Chief Officers separated from the District during the month of March. BC Tobin was reassigned to Operations Chief and Captains Heath and Schoch were promoted to Battalion Chief to fill vacancies.

<u>Promotional Testing</u>- Driver Engineer testing has been completed and the District has announced Lieutenant testing that will begin the week of June 28, 2021. The District is planning to conduct Captain's testing as soon as possible upon conclusion of the Lieutenant's promotional testing. The District conducted Battalion Chief promotional testing and has published an eligibility list for future promotions.

FASD- The District has renewed its membership with the Florida Association of Special Districts.

<u>FEMA Reimbursement</u>- The District has received \$179,805.83 in reimbursement funds for expenses related to Hurricane Michael.

<u>District Auction</u>- The District placed several pallets of surplus equipment up for auction and profited \$7,514.56. Three surplus vehicles are currently being prepared for auction.

<u>BOFC Zoom Meetings</u>- At the Board's direction, the District will continue to broadcast the BOFC meetings via the Zoom meeting platform. Staff has worked with the District's IT Professionals to improve the quality of the Zoom video conferencing to enable the public to participate in meetings remotely.

<u>Ochopee Legislation-</u> The District's counsel has advised that the Ochopee Annexation Bill sponsored by Representative Rommel is not being moved forward this legislative session. Staff will be working with District counsel to prepare for the next local delegation. (out of 3,000 bills submitted 2,500 were not moved forward)

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<u>Fleet</u> – Work carried out to provide the best solutions for apparatus replacements. AIW included in the packet to provide recommendations. Work continues to meet all preventive maintenance schedules.

<u>Lexipol</u>- Chief Tobin has been assigned the District policies and procedures project with Lexipol and has made great progress. We are hopeful to have a final draft for review at next month's Board meeting. We also plan to have an updated Hurricane Plan complete in the next month.

<u>Annual Audit</u>- The Finance Section has been preparing for the annual audit. Grau & Associates will be conducting their site visit the week of April 12.

<u>2020 Annual Report</u>- The 2020 annual report has been completed and can be accessed on the District's website.

<u>Everglades City-</u> I met with the Everglades City Mayor and reviewed their Interlocal Agreements with the City Attorney of Everglades City.

<u>Labor Management-</u> The District leadership continues to work with Local 2396 and reach settlements in the two remaining grievances from last year. We are coming close to a resolution for both cases.

<u>LODD</u>- There were 11 firefighter fatalities reported to the United States Fire Administration in the month of March and 38 reported to date in 2021. May they rest in peace.

## **MEETINGS AND EVENTS**

- Meetings/Events
  - Weekly Command Staff
  - Weekly Collier County COVID-19 Partners Conference Call
  - SERP Region 6 Call
  - Lee/Collier IMT overhead team.
  - o Collier County Commission Meeting COVID One Year Presentation
  - Collier/Lee County Chiefs
  - City of Everglades City Attorney
  - ALS Program
  - o Enterprise Agreement
  - o Investment Properties Corp.
  - o CCFEMSCA
  - o Truck Committee
  - CCFECA Communications Committee
  - $\circ$  Interviews
  - o District Chaplain
  - o Attorney Conferences

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## PUBLIC PROGRAMS

March Events- 0 YTD Events- 5

Customer Satisfaction Surveys Emergency Response- 0 Fire & Life Safety- 1 Administrative- 3

### **OPERATIONS SECTION**

### Call Volume Statistics- March 2021

Total Incidents	2,477
Total Responses	3,047 (based on all apparatus)
Medical / Rescue	1,483 calls for service
Percentage Medical	59.87%
Fire / Other	994 calls for service
<b>Busiest Response Unit</b>	EN75 333 Incidents
Busiest Day of Week	Monday 441 Incidents
Busiest Time of Day	10:00 to 10:59 149 Incidents
	15:00 to 15:59 149 Incidents
<b>Busiest Station</b>	Sta. 75 295

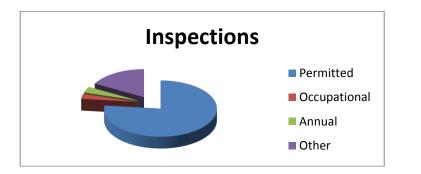
### **FIRE & LIFE SAFETY SECTION**

### **Inspection Statistics- February 2021**

Permitted Inspections: 509 Occupational/Business Tax License Inspections: 19 Annual Inspections: 23 Other Inspections: 112 Remote Video Inspections: 5 Average wait time for an inspection in February: 2 Days Current wait time as of March 9<sup>th</sup>: 2 Days

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## **Investigations - February 2021**

Number of fire investigations: 1 Hours spent: 3

### Fire Plans Review Statistics - February 2021

Fire Plan Building Reviews: 475; increase of 15 from January Site Development/Planning Reviews: 53; increase of 9 from January Everglades City Building Reviews: 4; increase of 3 from January Average Review Time: 2 Days

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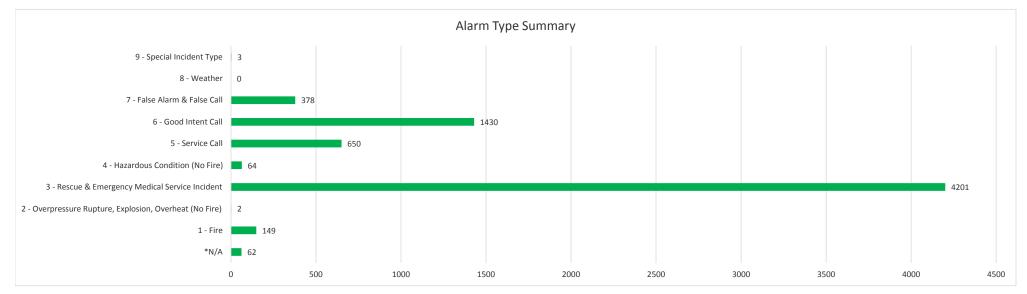
## PROFESSIONAL DEVELOPMENT SECTION

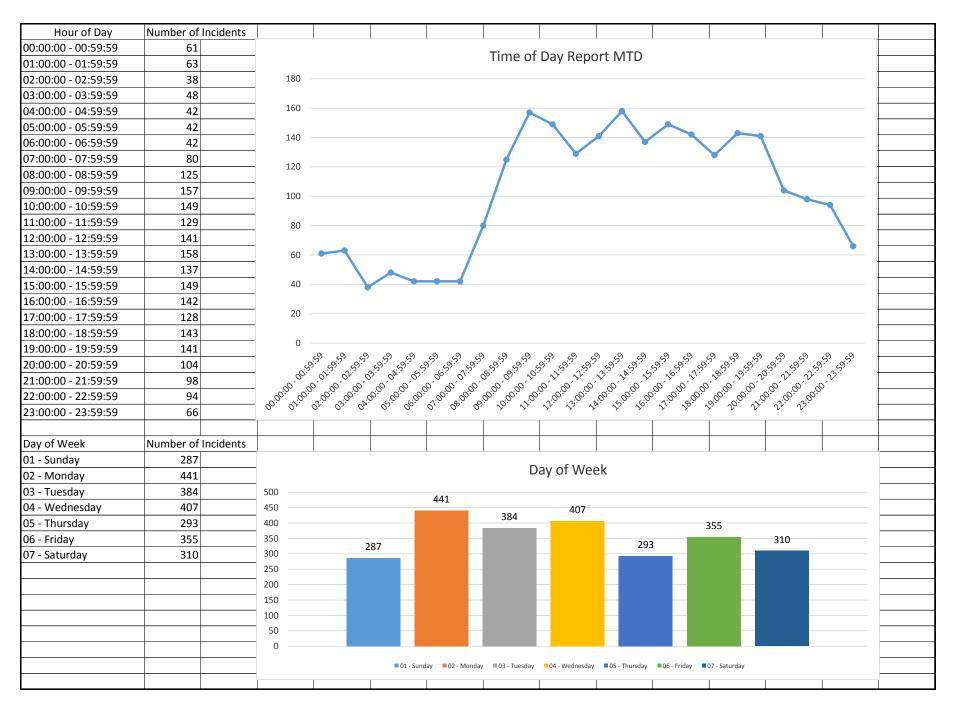


FCR Page 5 of 5

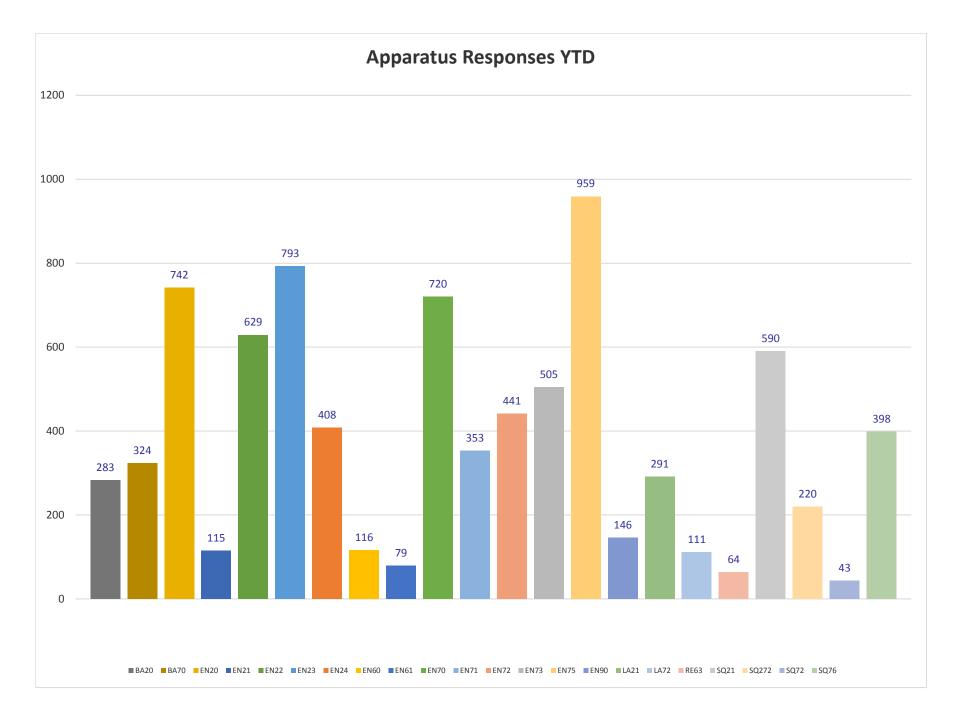
#### Alarm Summary

Basic Incident Type Category (FD1.21)	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Percent
*N/A	15	19	28										62	0.89%
1 - Fire	49	37	63										149	2.15%
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	1	1										2	0.03%
3 - Rescue & Emergency Medical Service Incident	1,422	1,296	1,483										4201	60.54%
4 - Hazardous Condition (No Fire)	19	23	22										64	0.92%
5 - Service Call	240	191	219										650	9.37%
6 - Good Intent Call	464	443	523										1430	20.61%
7 - False Alarm & False Call	116	124	138										378	5.45%
8 - Weather	0	0											0	0.00%
9 - Special Incident Type	0	3											3	0.04%
Total Summary	2325	2137	2477	0	0	0	0	0	0	0	0	0	6939	
Responses by Day Average	75.0	68.9	79.9											
Responses by Station Average	155	142	165											
Medical vs. Fires and Other Calls	61.16%	60.65%	59.87%											

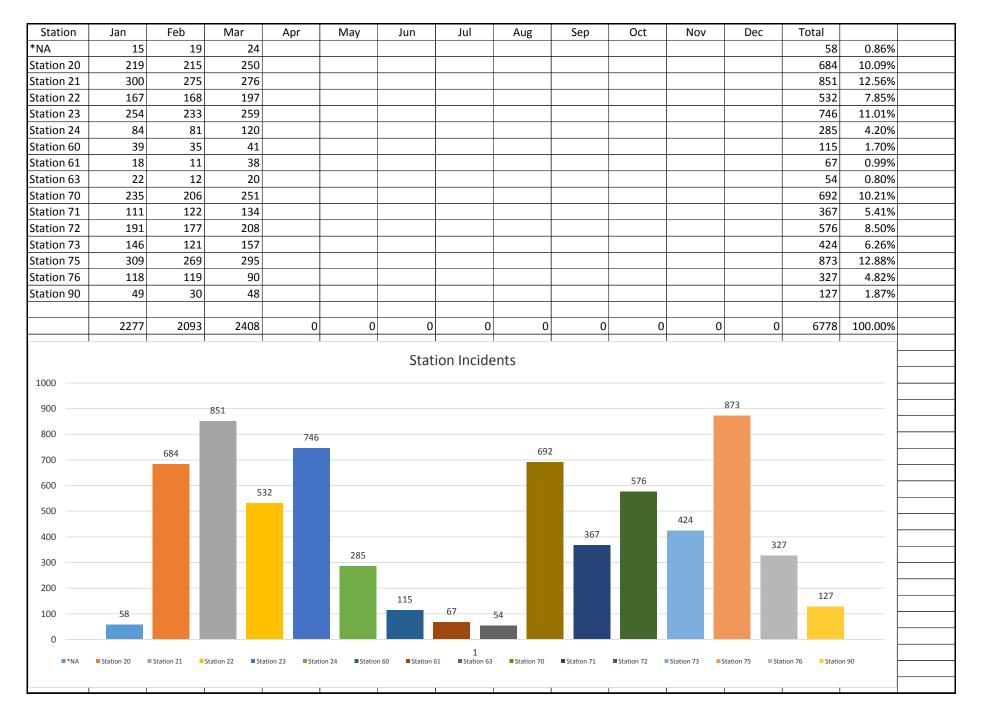


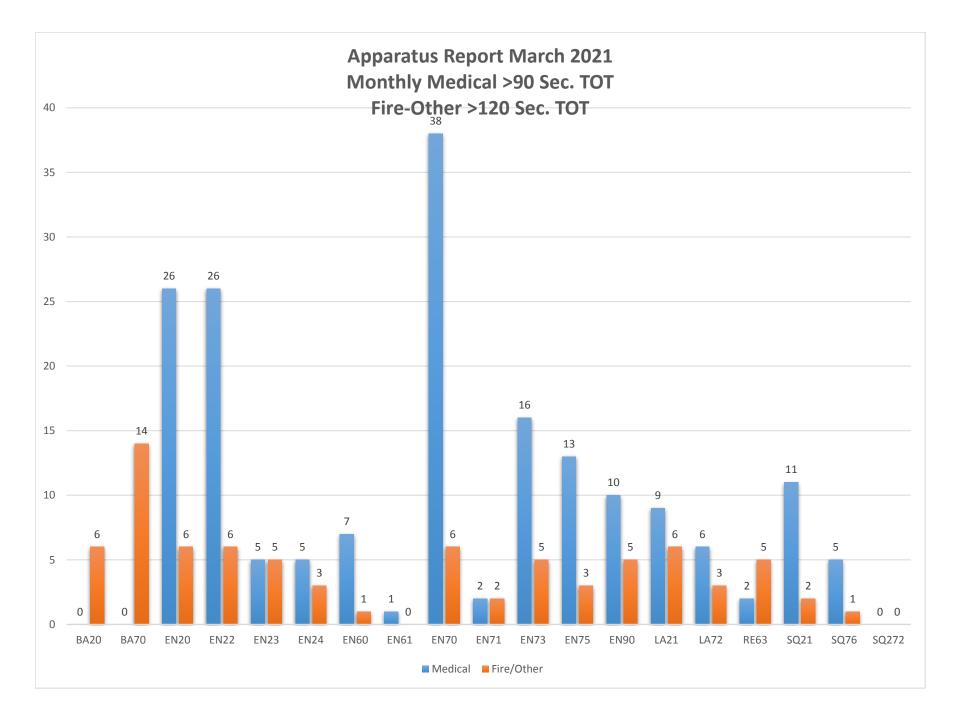


UNIT	Jan.	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	
N/A			-	I.					1-		_		0	0.00%
AT23	4	1											5	0.06%
AT63	1	3											4	0.05%
BA20	99	84	100										283	3.34%
BA70	109	88	127										324	3.82%
BO60	100		1										1	0.01%
BO90	8	1	4										13	0.15%
BR21	3	2	12										17	0.20%
BR21 BR22	1	2	2										5	0.06%
BR71	4	3	4										11	0.13%
BR71 BR72	1	4	7										11	0.13%
BR72 BR73	2	2	3										7	0.14%
CA223	2	1	3										6	0.03%
CH223 CH200	2	1	3										3	0.07%
CH200 CH210		1	3										1	
		1	1											0.01%
CH220	240	225	1										1	0.01%
EN20	240	235	267										742	8.75%
EN21	77	18	20										115	1.36%
EN22	190	193	246										629	7.42%
EN23	269	250	274										793	9.35%
EN24	125	109	174										408	4.81%
EN25													0	0.00%
EN60	37	38	41										116	1.37%
EN61	22	15	42										79	0.93%
EN70	242	216	262										720	8.49%
EN71	106	117	130										353	4.16%
EN72	68	175	198										441	5.20%
EN73	174	148	183										505	5.95%
EN75	337	289	333										959	11.31%
EN90	55	35	56										146	1.72%
LA21	75	104	112										291	3.43%
LA72	108		3										111	1.31%
RE63	28	14	22										64	0.75%
SQ21	214	196	180										590	6.96%
SQ272	99	48	73										220	2.59%
SQ72	17	11	15										43	0.51%
SQ76	139	140	119										398	4.69%
WT20	5	5	6										16	0.19%
WT60	2		5										7	0.08%
WT63	4	2	5										11	0.13%
WT70	6	3	8										17	0.20%
WT71	4	4	6					1					14	0.17%
	2077	2557	2047		0	0							0401	
	2877	2557	3047	0	0	0	0	0	0	0	0	0	8481	

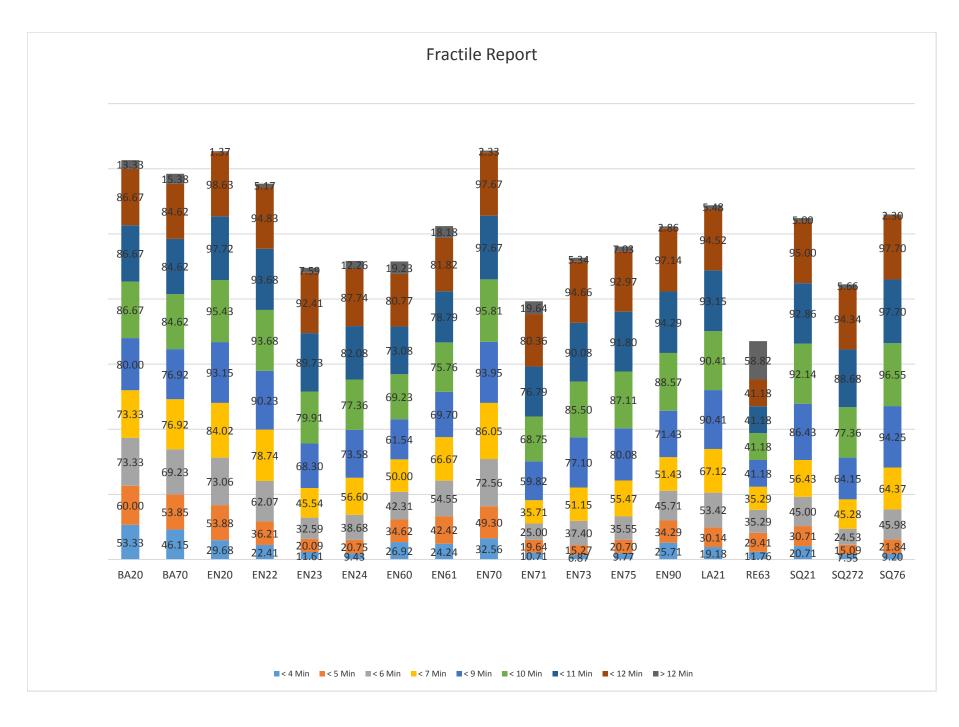


#### **Responses by Station**





GREATER NAPLES FRACTILE TRAVEL TIMES											
FROM 3/1/2021 TO 3/31/2021											
Unit	< 4 Min	< 5 Min	< 6 Min	< 7 Min	< 9 Min	< 10 Min	< 11 Min	< 12 Min	> 12 Min		
BA20	53.33	60.00	73.33	73.33	80.00	86.67	86.67	86.67	13.33		
BA70	46.15	53.85	69.23	76.92	76.92	84.62	84.62	84.62	15.38		
EN20	29.68	53.88	73.06	84.02	93.15	95.43	97.72	98.63	1.37		
EN22	22.41	36.21	62.07	78.74	90.23	93.68	93.68	94.83	5.17		
EN23	11.61	20.09	32.59	45.54	68.30	79.91	89.73	92.41	7.59		
EN24	9.43	20.75	38.68	56.60	73.58	77.36	82.08	87.74	12.26		
EN60	26.92	34.62	42.31	50.00	61.54	69.23	73.08	80.77	19.23		
EN61	24.24	42.42	54.55	66.67	69.70	75.76	78.79	81.82	18.18		
EN70	32.56	49.30	72.56	86.05	93.95	95.81	97.67	97.67	2.33		
EN71	10.71	19.64	25.00	35.71	59.82	68.75	76.79	80.36	19.64		
EN73	6.87	15.27	37.40	51.15	77.10	85.50	90.08	94.66	5.34		
EN75	9.77	20.70	35.55	55.47	80.08	87.11	91.80	92.97	7.03		
EN90	25.71	34.29	45.71	51.43	71.43	88.57	94.29	97.14	2.86		
LA21	19.18	30.14	53.42	67.12	90.41	90.41	93.15	94.52	5.48		
RE63	11.76	29.41	35.29	35.29	41.18	41.18	41.18	41.18	58.82		
SQ21	20.71	30.71	45.00	56.43	86.43	92.14	92.86	95.00	5.00		
SQ272	7.55	15.09	24.53	45.28	64.15	77.36	88.68	94.34	5.66		
SQ76	9.20	21.84	45.98	64.37	94.25	96.55	97.70	97.70	2.30		



### **Background**

At the March BOFC meeting, Staff was directed to assess the value of the following two properties owned by the District. Staff received the following suggested listing prices from Investment Properties Corporation (IPC).

244 Sabal Palm Road (1.35 acres)- \$450,000 (8% broker fee)

4711 Outer Drive (1.98 acres) – \$1,875,000 (7% broker fee)

Collier County has an interest in the  $3.66 \pm$  acre lot at the southwest corner of Tamiami Trail East and Lake Park Blvd. and had an appraisal performed by Maxwell Hendry Simmons Real Estate Appraisers & Consultants. Based on their analysis, in their opinion, the market value of this vacant land is \$320,000. The County could not identify any suitable land for a swap and would like to know if the District is agreeable to selling the property to the County at the market value price. The District purchased the property in April 2008 for \$636,714.

### **Funding Source/Financial Impact**

Revenue dependent on Board direction and sale of property.

#### **Recommendation**

Staff recommends listing the Sabal Palm property at the suggested listing price with IPC.

Staff recommends not selling the Outer Drive property at this time based on future value projections and potential future facility needs.

Staff recommends negotiating a better selling price with the County for the Lake Park property.

#### **Potential Motion**

I move to approve Staff's recommendation to list the Sabal Palm property at the suggested listing price with IPC.



investment properties corporation

# MARKET ANALYSIS

# **GREATER NAPLES FIRE RESCUE DISTRICT**

# 244 Sable Palm Road Naples, FL 34114

Prepared by:

# WILLIAM V. GONNERING, CCIM, SIOR

and

# CHRISTINE G. MCMANUS, CCIM, SIOR

Information deemed reliable, however not guaranteed

Investment Properties Corporation of Naples

3838 Tamiami Trail N, Suite 402, Naples, FL 34103 tel 239.261.3400 fax 239.261.7579 www.ipcnaples.com

April 13, 2021 BOFC Mtg



## **GENERAL INFORMATION**

Lot Size:	1.35 acres	58,806 SF	225' X 260'
Zoning:	Agricultural		
RE Taxes:	Exempt		

## LOCATION

Address:	244 Sabal Palm Road, Naples, FL 34114
Folio #:	00433720009
Legal Description:	23 50 26 BEG AT SE COR OF SE1/4 OF SW1/4, W 450FT FOR POB, W 225FT, N 290FT, E 225FT, S 290FT TO POB LESS R/W 1.35 AC OR 1679 PG 1969

## PRICE:

\$450,000



Information deemed reliable, however not guaranteed

Investment Properties Corporation of Naples 3838 Tamiami Trail N, Suite 402, Naples, FL 34103 tel 239.261.3400 fax 239.261.7579 www.ipcnaples.com *Licensed Real Estate Broker* 



investment properties corporation

## LAND COMPETITIVE MARKET ANALYSIS

As of <u>3/26/21</u>

## Comparable land sales that have sold in the last year:

	Total	Total		Land/Bldg. Price/Sq.		
Address		Sq. Ft.	Price	Ft.	Date	Notes
278 Sabal Palm Road	0.69	30,056	\$210,000	\$6.99	4/20	8/20

Information deemed reliable, however not guaranteed

Investment Properties Corporation of Naples 3838 Tamiami Trail N, Suite 402, Naples, FL 34103 tel 239.261.3400 fax 239.261.7579 www.ipcnaples.com *Licensed Real Estate Broker* 



corporation

# **ESTIMATED NET SALES PROCEEDS**

OWNER	Greater Naples Fire Rescue District		
PROPERTY ADDRESS	244 Sabal Palm Rd, Naples, FL 34114		
DATE	March 26, 2021		
ESTIMATED SALES PRICE		\$450,000	
MORTGAGE PAYOFF			
PURCHASE MONEY MORTGAGE			
PRORATIONS: TAX			
ASSESSMENT			
RENT			
EXPENSES: ABSTRACT	\$350		
ATTORNEY FEES	\$2,650		
DEED PREPARATIONS	\$100		
DOCUMENTARY STAMPS	\$0		
BROKERAGE FEES	8% \$36,000		
ASSESSMENTS			
	TOTAL EXPENSES	\$39,100	
ESTI	MATED NET PROCEEDS	\$410.900	

Information deemed reliable, however not guaranteed

**Investment Properties Corporation of Naples** 

3838 Tamiami Trail N, Suite 402, Naples, FL 34103 tel 239.261.3400 fax 239.261.7579 www.ipcnaples.com

April 13, 2021 BOFC Mtg



investment properties corporation

# MARKET ANALYSIS

# **Greater Naples Fire Rescue District**

4711 Outer Dr Naples, FL 34112

**Prepared by:** 

# WILLIAM V. GONNERING, CCIM, SIOR

&

# CHRISTINE G. MCMANUS, CCIM, SIOR

Information deemed reliable, however not guaranteed

Investment Properties Corporation of Naples 3838 Tamiami Trail N, Suite 402, Naples, FL 34103 tel 239.261.3400 fax 239.261.7579 www.ipcnaples.com





## **GENERAL INFORMATION**

Lot Size:	1.98 acres  86,248 SF 200' frontage on Tamiami Trail, 359' deep and 102' X 210' in the L
Zoning:	C-3
RE Taxes:	\$0 - Currently owned by Greater Naples Fire Rescue District
Teco Gas:	Gas is available on Tamiami Trail

Demographics (2020)	1 miles	3 miles	5 miles
Est. Population	6,877	51,322	101,157
Est. Avg. Household Income	\$70,496	\$81,553	\$91,865
Avg. Traffic Count (AADT) 2019	45,058		

## LOCATION

Address:	4711 Outer Dr, Naples, FL 34112
Legal Description:	Pineland on the trail lots 39-42 and lots 45-49
Folio #:	67080640009

## **PRICE/FINANCING:**

## \$1,875,000

Information deemed reliable, however not guaranteed

Investment Properties Corporation of Naples

3838 Tamiami Trail N, Suite 402, Naples, FL 34103 tel 239.261.3400 fax 239.261.7579 www.ipcnaples.com

Licensed Real Estate Broker



### IMPROVED PROPERTY COMPETITIVE MARKET ANALYSIS

As of 3/22/21

## Comparable properties that have sold in the last years (Vacant Land):

Address	Lot Size	Price	Land/Bldg. Price/Sq. Ft.	Date	Zoning
3080 Tamiami Trail E	66,646	\$1,350,000	\$20.26	8/20	C-3
Tamaimi Trail E - Valley Stream	89,915	\$2,471,955	\$27.49	4/20	MPUD
5040 Tamiami Trail E	39,640	\$1,000,000	\$25.23	5/19	C-4
Tamiami Trail East	129,535	\$2,500,000	\$19.30	11/20	MPUD
3909 Tamiami Trail E	175,982	\$2,800,000	\$15.91	6/19	C-3

## Comparable properties that are for sale (Vacant Land):

Address	Lot Size	Price	Land/Bldg. Price/Sq. Ft.	Zoning
4570 Thomasson	46,174	\$750,000	\$16.24	MPUD
5102 Tamiami Trail E	125,453	\$2,300,000	\$18.33	MPUD
4535 Tamiami Trail E	80,150	\$1,500,000	\$18.71	C-3

Information deemed reliable, however not guaranteed

**Investment Properties Corporation of Naples** 

3838 Tamiami Trail N, Suite 402, Naples, FL 34103 tel 239.261.3400 fax 239.261.7579 www.ipcnaples.com



corporation

# **ESTIMATED NET SALES PROCEEDS**

OWNER	Greater Naples Fire Rescue District		
PROPERTY ADDRESS	4711 Outer Dr, Naples, FL 34112		
DATE	March 22, 2021		
ESTIMATED SALES PRICE		\$1,875,000	
MORTGAGE PAYOFF			
PURCHASE MONEY MORTGAGE			
PRORATIONS: TAX			
ASSESSMENT			
RENT			
EXPENSES: ABSTRACT	\$350		
ATTORNEY FEES	\$2,650		
DEED PREPARATIONS	\$100		
DOCUMENTARY STAMPS	\$13,125		
BROKERAGE FEES	7% \$131,250		
ASSESSMENTS			
	TOTAL EXPENSES	\$147,475	
EST	IMATED NET PROCEEDS	\$1,727,525	

Information deemed reliable, however not guaranteed Investment Properties Corporation of Naples 3838 Tamiami Trail N, Suite 402, Naples, FL 34103 tel 239.261.3400 fax 239.261.7579 www.ipcnaples.com Licensed Real Estate Broker April 15, 2021 BUFF Wtg



March 31, 2021

Via email: NChesser@gnfire.org

Ms. Nicole Chesser Executive Assistant to Fire Chief Nolan Sapp Greater Naples Fire Rescue District 14575 Collier Blvd. Naples, FL 34119

RE: Collier County Lake Park Flow Way Project No. 60246 Collier County parcels: 00764000003, 00770080208, 00766320008, 00766280009 (ROW acquisition parcels: 120FEE, 121FEE, 122FEE, 123FEE)

Dear Nicole,

Thank you for speaking with me this morning about the County's desire to acquire property from Greater Naples Fire Rescue District, depicted on the attached *Proposed Flow Way Property Acquisition Map*, in connection with a proposed stormwater drainage project. As discussed, Rick Orth and Robert Bosch from the County previously discussed this matter with Wayne Martin, who I gather is no longer with the District.

The purpose of the project is to provide flood protection and water quality treatment for stormwater passing through the areas shown on the *Map*, prior to being discharged into the Outstanding Florida Waters Rookery Bay National Estuarine Research Reserve, which will serve to benefit the property owners in those areas.

Attached please find a copy of the property appraisal report that the County recently obtained, which indicates the fair market value of the District's property. Kindly forward a copy of it to the appropriate individuals at the District, for review, and for a determination of whether the District is agreeable to selling the property to the County at that price.

If you or anyone else at the District wishes to discuss the appraisal or the project, I can be reached at: <u>Patricia.Braxton@CollierCountyFL.gov</u>, and at (239) 252-5861 (Mon - Fri, 8:30 am - 5:00 pm).

Thanks very much, and we look forward to hearing from you soon.

Sincerely,

atin' Bin Patricia Braxton

Property Acquisition Specialist

Enclosures: Proposed Flow Way Property Acquisition Map Appraisal





#### Appraisal Report

Vacant Land Located at the Southwest Corner of Tamiami Trail East and Lake Park Boulevard Collier County, Florida 34114

> Date of Valuation: 25 February 2021 Date of Report: 4 March 2021

#### PO #: 4500209218

File Name: 21026202 - Collier County - Tamiami Trail East & Lake Park Boulevard Acquisition



Prepared For Collier County Board of County Commissioners Growth Management Department/Transportation ROW 2885 Horseshoe Drive South Naples, Florida 34104

Info@MHSappraisal.com (239)337:0555 MHSappraisal.com 1619 Jackson Street, Fort Myers, FL 33901



4 March 2021

Collier County Board of County Commissioners Growth Management Department/Transportation ROW 2885 Horseshoe Drive South Naples, Florida 34104

Attention: Mr. Harry Henderson, SRA, Review Appraiser

Re: Appraisal of 3.66± acre parcel located at the southwest corner of Tamiami Trail East & Lake Park Boulevard, Collier County, Florida

Dear Mr. Henderson:

As you requested, we have performed an appraisal of the above-referenced property, which is legally described within the attached report. This letter is an integral part of, and inseparable from, this report.

The purpose of the appraisal is to arrive at an opinion of the market value of the subject property in its "as-is" condition. The interest being appraised is the undivided fee simple interest in the land as if otherwise free and clear of all liens, mortgages, encumbrances and/or encroachments. The intended use of this appraisal is for a possible acquisition of the subject property. The intended user of this appraisal is Collier County Board of County Commissioners.

The subject property was inspected on 25 February 2021 by Andrew D. Anderson, MBA. Gerald A. Hendry, MAI, CCIM performed a subsequent inspection. This appraisal report is intended to conform to the Uniform Standards of Professional Appraisal Practice & the Code of Professional Ethics and Standards of Professional Appraisal Institute. This appraisal is made subject to the Assumptions and Conditions contained within the body of this report.

Based upon our analysis of the data contained within the attached appraisal report, it is our opinion that the "as-is" market value of the fee simple interest in the subject property, as of 25 February 2021, is

#### THREE HUNDRED TWENTY THOUSAND DOLLARS - \$320,000

Respectfully submitted,

Andrew D. Anderson, MBA State-Certified General Real Estate Appraiser RZ 3175

Mullattel

Gerald A. Hendry, MAI, CCIM State-Certified General Real Estate Appraiser RZ 2245

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# SEC. I: INTRODUCTION

Owner of Record:	Greater Naples Fire Rescue District
Address:	12901 Lake Park Boulevard, Naples, Florida 34114
TAX IDS:	00766320008, 00764000003, 00770080208, 00766280009
LEGAL DESCRIPTION:	Lengthy. Please see Property Description Section.
Site Area:	3.66 $\pm$ acres/159,430 square feet according to Collier County public records
IMPROVEMENTS:	N/A
ZONING/ Future Land Use	P (Public Use) / Agricultural (AG)
HIGHEST & BEST USE As Vacant:	Speculative holding
EFFECTIVE DATE OF THE APPRAISAL:	25 February 2021
DATE OF THE REPORT:	4 March 2021
INTENDED USERS:	Collier County Board of County Commissioners
INTENDED USE:	The intended use of this appraisal is for a possible acquisition of the subject property.
VALUE INDICATION:	\$320,000



# SEC. II: SCOPE OF WORK

According to the Uniform Standards of Professional Appraisal Practice (USPAP), 2020/2021 Edition, the Scope of Work includes, but is not limited to:

- the extent to which the property is identified;
- the extent to which tangible property is inspected;
- the type and extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

## EXTENT OF PROPERTY IDENTIFICATION

For this analysis, the subject property was identified by a legal description and research of public records via the internet. For this appraisal, reliance was placed primarily upon information provided by the local public records.

#### **EXTENT OF INSPECTION**

For the purposes of this appraisal, Andrew D. Anderson, MBA conducted an inspection of the subject property on 25 February 2021. Gerald A. Hendry, MAI, CCIM subsequently conducted an inspection of the property.

### TYPE AND EXTENT OF DATA RESEARCH

Data research is regularly conducted using the following sources:

- Public Records
- Local REALTOR® Association Multiple Listing Services (MLS)/Loopnet/CCIM
- CoStar comparables service
- Information from contractors, brokers and agents in the area

The primary emphasis of the data research concentrated on the subject market area. Census data, as well as municipal and governmental websites, were utilized in gathering the information analyzed. The time period researched for any sale data encompasses the past few years up until the date of the most current data available. All comparable data is verified with the buyer, seller or a property representative unless otherwise indicated. In the analysis, the selling price, financing, motivation to purchase/sell and, if applicable, any lease or income/expense information was verified as of the time of sale.

### TYPE AND EXTENT OF ANALYSIS

#### Purpose of the Appraisal

The purpose of this appraisal is to develop an opinion of the "as is", fee simple market value of the subject property as if free and clear of all liens, mortgages, encumbrances, and/or encroachments.

#### **Condition Appraised**

In this analysis, we are developing an opinion of the "as is" condition, defined by the Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition* as follows:

The estimate of market value of real property in its current physical condition, use, and zoning as of the appraisal date.



#### **Real Property Interest Appraised**

There are primarily two forms of interest to consider when developing an opinion of value for real property. These are defined by The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition* as follows:

Fee simple interest (estate) is:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased fee interest is:

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

As the subject property is vacant land and not subject to a lease, the interest being appraised in this situation is the undivided fee simple interest in the land as if free and clear of all liens, mortgages, encumbrances, and/or encroachments except as may be amended in the body of this report.

#### Value Appraised

The opinion of value developed and reported herein is the market value of the subject property.

Market value, as defined by the agencies that regulate financial institutions in the United States and published by 12 CFR Ch. V Part 564.2 (g) Office of Thrift Supervision, Department of the Treasury, is:

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

#### Approaches Developed

As there are no significant improvements associated with the subject property, the Cost Approach does not apply. Further, as properties such as the subject parcel are not typically purchased, as vacant, for their ability to produce a rental income stream within this marketplace, the Income Approach has also been omitted. Therefore, we have utilized the Sales Comparison Approach exclusively in developing an opinion of market value.

#### Report Type

This is an Appraisal Report which is intended to comply with the reporting standards set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP), 2020/21 Ed.



## COMPETENCY PROVISION

This appraisal report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP). Within USPAP there is a Competency Provision which states, in part, "Prior to accepting an assignment or entering into an agreement to perform an assignment, the appraiser must properly identify the problem to be addressed and have knowledge and experience to complete the assignment competently......" If the appraisers lack the knowledge or experience necessary for a particular assignment, this must be disclosed and all steps necessary to complete the assignment competently must be taken. In regard to this appraisal, we have the necessary knowledge and experience to complete the assignment.

#### ASSUMPTIONS

An assumption is defined by The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition* as follows:

"that which is taken to be true."

Please see the Addenda for further details regarding the assumptions utilized in this appraisal.

#### **EXTRAORDINARY ASSUMPTIONS**

Extraordinary Assumption is defined by the Uniform Standards of Professional Appraisal Practice (USPAP), 2020/2021 Edition, as:

"an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions."

Per USPAP standards, please note that the use of extraordinary assumptions might have affected the assignment results. It is strongly recommended that the reader thoroughly read the entirety of these assumptions, as they outline the limitations under which this appraisal is developed.

None applicable.

### HYPOTHETICAL CONDITIONS

Hypothetical Condition is defined by the Uniform Standards of Professional Appraisal Practice (USPAP), 2020/2021 Edition, as:

"a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis."

Per USPAP standards, please note that the use of hypothetical conditions might have affected the assignment results. It is strongly recommended that the reader thoroughly read the entirety of these assumptions, as they outline the limitations under which this appraisal is developed.

None applicable.



# SEC. III: MARKET AREA ANALYSIS

# SOUTHWEST FLORIDA / COLLIER COUNTY DATA





**Collier County**, named for Barron Collier, was created from Lee County in 1923, and is the second largest county in the State of Florida by land area. Collier County is bordered by Miami-Dade Counties to the east and Lee and Hendry Counties to the north. The county's western boundary is the Gulf of Mexico. The county contains a total of 2,025 square miles of land area and 91 square miles of inland water area. Collier County is the second largest county east of the Mississippi River and is larger than the States of Rhode Island and Delaware. The present-day Collier County encompasses 2,305 square miles, with a variety of natural inland, coastal, and barrier island habitats, with approximately 13% of the total area being water. The year-round population is 321,520 as of the 2010 census. There are three (3) incorporated municipalities in Collier County as follows:

#### City of Naples: Incorporated in 1949. 14.41 Square Miles. 2010 Population: 19,537.

The city of Naples is the county seat of Collier County, as well as being the principal city of the Naples-Marco Island Metropolitan Statistical Area. The city was originally settled in 1886, with the majority of growth occurring after the depression and World War II. The City is home to a number of major employers, as well as non-profit organizations and Fortune 1000 companies. The Fifth Avenue South and Third Street South corridors are considered to be the heart, or "downtown" of the City of Naples, and this area is a popular retail and shopping destination. The City of Naples also features a number of cultural centers and organizations including The Naples Players, the Opera Naples, the Philharmonic Center for the Arts, the Philharmonic Orchestra and Theatre Zone Equity Theatre Company, the Naples Jazz Orchestra, the Naples Youth Jazz Orchestra and the Naples Philharmonic Youth Orchestra.

#### City of Marco Island: Incorporated in 1997. 17.1 Square Miles. 2010 Population: 16,413.

Originally named San Marco Island by Spanish explorers, Marco Island is the largest barrier island within Southwest Florida's Ten Thousand Islands area, extending southerly to Cape Sable. The island was purchased in the 1920's by Barron Collier, and was originally incorporated as Collier City in 1927, but was later unincorporated. Marco Island is generally considered to be a resort destination, and the desirability of real estate coupled with the finite supply, has led to a rapid escalation of property values, which are significantly higher than many other parts of Collier County.

#### City of Everglades: Incorporated 1923. 1.2 Square Miles. 2010 Population: 400.

The City of Everglades, known more commonly as Everglades City, is located at the mouth of the Barron River, on Chokoloskee Bay, approximately 32 miles southeast of Naples, near the extreme southeasterly corner of Collier County. With the establishment of the Everglades National Park in 1947, the economy of Everglades City began to shift from industrial and agricultural to tourism and eco-tourism. The Everglades National Park visitor's center is located in Everglades City.

There are many other unincorporated, yet distinct, communities in Collier County, both rural and suburban in nature. These include Ave Maria, Golden Gate, Goodland, Naples Manor, Naples Park, Immokalee, Lely Resort and many others.

Collier County is a growing county with many diverse geographical areas and populous communities. Collier County is second only to Lee County as the center of growth and activity for the five (5) county area (Charlotte, Collier, Glades, Hendry, and Lee).



There are four basic factors that influence value according to *The Appraisal of Real Estate*, Fourteenth Edition. These factors include:

- I. Social Forces
- II. Economic Forces
- III. Governmental Forces
- IV. Environmental Forces

Each of the forces interacts, resulting in increases, decreases, or stabilization of property values. As a result, these forces also serve to directly affect the demand for real property in a particular area. The four forces that affect values are described as follows:

#### <u>I. Social Forces</u>

Population fluctuation has a significant impact on property values. The chart below demonstrates the change in population between the two most recent decennial Censuses.

	2020 (1 April est.)	2010	2000
COUNTY POPULATION	387,450	322,653	257,926

1. Bureau of Economic Research at the University of Florida

#### II. Economic Forces

Economic considerations involve the financial capacity of the inhabitants of a region to rent or own property and properly maintain it. These economic forces may include income levels, unemployment rates, the economic base of a region and the strength of development and construction.

	2020	2019	2018	2017
UNEMPLOYMENT RATE <sup>1</sup>	5.1% (October)	3.1% (Annual)	3.4% (Annual)	4.1% (Annual)
AVERAGE WEEKLY WAGE <sup>1</sup>	\$1,018 (2Q)	\$1,028 (4Q)	\$1,002 (4Q)	\$966 (4Q)
SINGLE-FAMILY MEDIAN PRICE <sup>2</sup>	\$510,000 (November)	\$435,000 (Annual)	\$446,000 (Annual)	\$434,900 (Annual)
RETAIL VACANCY RATE <sup>3</sup>	6.1% (4Q)	5.1% (4Q)	2.2% (4Q)	3.3% (4Q)
OFFICE VACANCY RATE <sup>3</sup>	10.5% (4Q)	8.6% (4Q)	6.8% (4Q)	6.1% (4Q)
INDUSTRIAL VACANCY RATE <sup>3</sup>	2.4% (4Q)	2.1% (4Q)	1.9% (4Q)	0.8% (4Q)

1. Bureau of Labor Statistics - Quarterly Employment and Wages

2. Naples Area Board of Realtors

3. <u>Costar</u>



#### III. Governmental Forces

The county government consists of a five-member board of county commissioners, elected to four-year terms within single-member districts. A non-elected county manager heads the government staff. Other elected officials in the county are sheriff, tax collector, supervisor of elections, clerk of the circuit court, and property appraiser. In addition, there are numerous special districts with independently elected boards, with the services provided ranging from fire protection tot water & sewer service.

#### Services

There are two incorporated cities with the usual municipal services, such as police protection and fire protection. The balance of the county is patrolled by the Florida State Highway Patrol and the Collier County Sheriff's Department. Independent fire control districts serve the balance of the unincorporated area for fire and rescue services.

#### **Utilities**

CenturyLink is the primary telephone service provider for Southwest Florida. CenturyLink has a fiber optic backbone that has the ability to connect all of its central offices and maintain high network availability. KMC Telecom, Inc., along with CenturyLink, has a SONET ring surrounding Fort Myers. This SONET ring safeguards customers from service interruptions by using diverse routing of its fiber optic cables. Electricity is supplied by Florida Power and Light and TECO. Gas is available from any one of a number of manufactured bottled gas dealers in the county or directly from TECO. Water and sewer service is supplied by the either city or county government.

#### Medical Services

The Naples Community Hospital System is a private non-profit which oversees several facilities throughout the county.

#### Educational System

The School District of Collier County oversees the uniform K-12 public educations system within Collier County. There are also several private and parochial schools in the county. Florida Southwestern State College has a campus in Naples, while Florida Gulf Coast University is located in south Lee County. Ave Maria University is a newly established Catholic University located in Naples.

#### **Transportation**

By far, the major artery through Collier County is U.S. 41 (Tamiami Trail). Another major artery is Interstate 75 (I-75), which connects Naples to the east coast population centers of Miami and Fort Lauderdale. Air service is limited but currently expanding out of Naples Airport. Currently, sixteen airlines operate out of Southwest Florida International Airport, just north of Naples, in Fort Myers.

#### IV. Environmental Forces

The county has a sub-tropical climate. The average temperature is 74 degrees. Temperature extremes are infrequent with only a rare freeze and few readings above the mid-90s. Rainfall averages just over 53 inches annually, with the heaviest rains during the summer months.



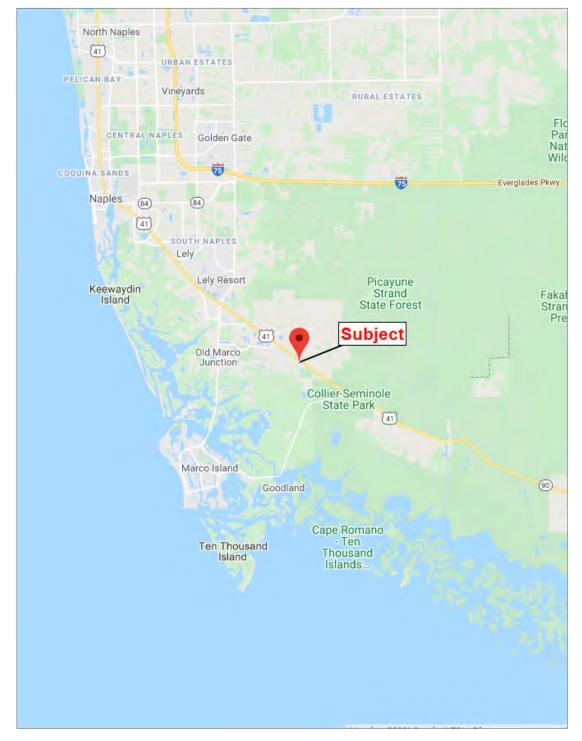
## CONCLUSION / LIFE CYCLE STAGE

The subject market area is in the Growth stage of its life cycle. This market area experienced tremendous development from 2003-2005, then an equally significant decline in property values from 2006-2011, followed by the current growth cycle from 2012 to current. This growth trend is most pronounced within the Naples area, but increasing property values and new development is also occurring in the eastern rural areas of the County as well as land is becoming scarce in the central (western) areas of Collier County.



# SEC. IV: PROPERTY DESCRIPTION

## LOCATION MAP



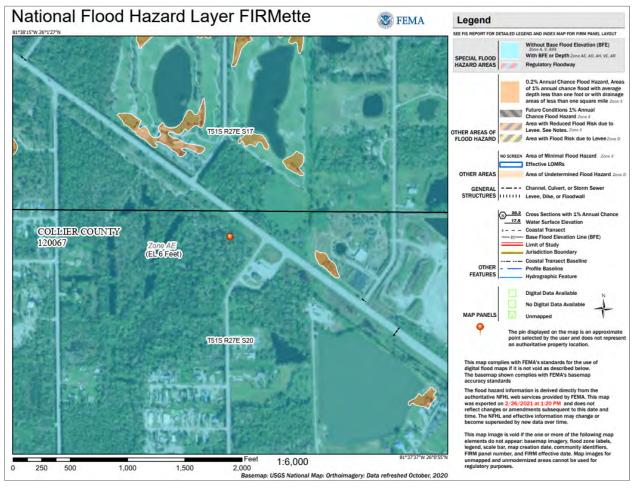


# LEGAL DESCRIPTION

1	
Parcel 1:	Beginning at the 1/4 corner Section 17 and 20, South 0°01'20" West 615.43 feet to
11	a concrete marker on the South Right-of-Way line of U.S. Highway 41; thence
11	North 53°40'50" West 851.32 feet to an iron pin being the POINT OF
110	BEGINNING;
(	
18	thence South 36°19'10"West 400.0 feet to an iron pin;
	thence North 53°40'50" West 100.0 feet to an iron pin;
	thence North 36°19'10" East 400.0 feet to an iron pin;
	thence South 53°40'50" East 100.0 feet to an iron pin,
	being the POINT OF BEGINNING, all in Section 20, Township 51 South, Range
	27 East, Collier County, Florida.
	Parcel ID, 00770080208
Parcel 2:	Beginning at the 1/4 comes Section 17 and 20. South 00011008 West CLS 42 C
Farcer 2.	Beginning at the 1/4 corner Section 17 and 20, South 0°01'20" West 615.43 feet to
	a concrete marker on the South Right-of-Way line of U.S. Highway 41; thence
	North 53°40'50" West 851.32 feet to an iron pin being the POINT OF
	BEGINNING;
	thence South 36°19'10"West 400,0 feet to an iron pin;
	thence South 53°40'50" East 100.0 feet to an iron pin;
	thence North 36°19'10" East 400.0 feet to an iron pin;
	thence North 53°40'50" West 100.0 feet to an iron pin,
	being the POINT OF BEGINNING, all in Section 20, Township 51 South, Range
	27 East, Collier County, Florida.
	Parcel ID: 00764000003
Parcel 3:	Begin at the North 1/4 corner of Section 20, Township 51 South, Range 27 East,
	and run South 0° 01' 20" West 615.43 feet to a concrete monument on the
	Southwestern boundary of the Tamiami Trail; thence North 53° 40' 50" West
	551.32 feet to the POINT OF BEGINNING; thence continue North 53° 40' 50"
	West 200 feet to a point; Thence South 36° 19' 10" West 200 feet to a point;
	thence South 52° 40' 50" Foot 200 foot to a point, thence Numb 200 test to a point;
	thence South 53° 40' 50" East 200 feet to a point; thence North 36° 10' 10" East
	200 feet to the point of beginning.
	Parcel ID: 00766280009
	Parcel ID: 00766280009
n 14	
Parcel 4:	Begin at the North 1/4 corner of Section 20, Township 51 South, Range 27 East,
	and run South 0° 01' 20" West 615.43 feet to a concrete monument on the South
	Western boundary of the Tamiami Trail; thence North 53° 40' 50" West 751.32
	feet to a point; thence South 36° 19' 10" West 200 feet to a POINT OF
	BEGINNING; thence continue South 36° 19' 10" West 200 feet to a point; thence
	South 53° 40' 50" East 200 feet to a point; thence North 36° 19' 10" East 200 feet
	to a point; thence North 53° 40' 50" West 200 feet to the POINT OF
	BEGINNING.
	Parcel ID: 00766320008



## FLOOD MAP





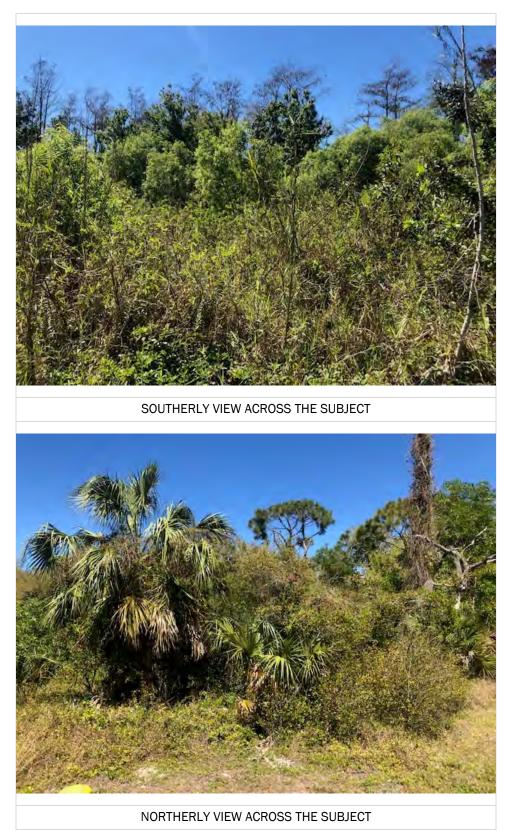
# PROPERTY PHOTOGRAPHS















MAXWELL HENDRY SIMMONS 13, 2021 BOFC Mtg

**6**4





NORTHWESTERLY VIEW ALONG TAMIAMI TRAIL EAST



# SITE CHARACTERISTICS

Address:	12901 Lake Park Boulevard, Naples, Florida 34114		
TAX ID'S:	00766320008, 00764000003, 00770080208, 00766280009		
Location/Access/ Exposure:	The property is located at the southwest corner of Tamiami Trail East and Lake Park Boulevard in unincorporated Collier County. The site possesses 400± feet of frontage along U.S. 41 and 395± feet of frontage along Lake Park Boulevard. Tamiami Trail East (U.S. 41) is a two-lane, state-maintained, arterial that had a 2019 AADT count of 4,600 vehicles.		
Size (Site Area)/Shape:	Site Area (sq. ft.)159,430±Site Area (acres)3.66±ShapeRectangular		
Physical Features (Topography, Elevation, Etc.):	The subject parcel is mostly wooded and appears to be several feet below the crown of the surrounding roads. Drainage on the subject property appears to be adequate.		



Utilities:	The subject property is served by the following utilities:Telephone:CenturyLinkElectricity:Florida Power & LightWater:Collier CountySewer:Septic Tank			
Flood Zone:	The subject property is located within Flood Zone AE (EL 6 Feet) as found on Flood Map Panel ID #12021C0620H, as of 16 May 2012. Properties located within this area are subject to a one percent or greater annual chance of flooding in any given year. Base flood elevations are shown as derived from detailed hydraulic analyses. Properties located within this area are typically required to purchase flood insurance under most financing situations. The subject property is not located in a FEMA Firm Floodway.			
EASEMENTS, ENCROACHMENTS, ETC.:	There are no known adverse easements, encroachments, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances or other items of a similar nature. No survey was provided.			
Assessed Value, Taxes, and Assessments:	Tax Year 2020 2019 2018 The property is pub	Market Assessed Value \$318,558 \$318,558 \$318,558 licly owned and is w	Taxable Value \$0 \$0 \$0 holly exempt.	Taxes & Assess. \$0.00 \$0.00 \$0.00



The subject property is zoned P (Public Use) under the zoning ordinances of the Collier County. Per the Land Development Code:

2.03.05 - Civic and Institutional Zoning Districts

A. Public Use District (P). The purpose and intent of public use district (P) is to accommodate only local, state and federally owned or leased and operated government facilities that provide essential public services. The P district is intended to facilitate the coordination of urban services and land uses while minimizing the potential disruption of the uses of nearby properties.

1. Any public facilities that lawfully existed prior to the effective date of this Code and that are not zoned for public use district (P) are determined to be conforming with these zoning regulations.

2. Any future expansion of these public facilities on lands previously reserved for their use shall be required to meet the regulations in effect for the zoning district in which the public facility is located.

3. Government-owned properties rented or leased to nongovernmental entities for purposes not related to providing governmental services or support functions to a primary civic or public institutional use shall not be zoned for the public use district (P), but rather, shall be zoned or rezoned according to the use types or the use characteristics which predominate.

4. The following uses are permitted as of right, or as accessory or conditional uses, in the public use district (P).

a. Permitted uses.

#### ZONING:

- Administrative service facilities.
   Child care, not for profit.
- 3. Collection and transfer sites for resource recovery.
- 4. Communication towers.
- 5. Education facilities.
- 6. Educational plants.
- 7. Essential public service facilities.
- 8. Fairgrounds.
- 9. Libraries.
- 10. Museums.
- 11. Park and recreational service facilities.
- 12. Parking facilities.
- 13. Safety service facilities.

14. Any other public structures and uses which are comparable in nature with the list of permitted uses, and consistent with the purpose and intent statement of the district, as determined by the Hearing Examiner or CCPC, pursuant to LDC section 10.02.06 K.

Further accessory and conditional uses, minimum lot sizes, etc. for the aforementioned zoning classification, are set forth in the Land Development Code and the reader is encouraged to review these if further detail is required. The following is a link to the full zoning:

https://library.municode.com/fl/collier\_county/codes/land\_development\_cod e?nodeId=CH2ZODIUS\_2.03.00ZODIPEUSACUSCOUS\_2.03.05CIINZODI



Future Land Use:	<ul> <li>The subject property is designated (AG) Agricultural under the Collier County Future Land Use Element. Per the Comprehensive Plan:</li> <li>The Agricultural/Rural Land Use Designation is for those areas that are remote from the existing development pattern, lack public facilities and services, are environmentally sensitive or are in agricultural production. Urbanization is not promoted, therefore most allowable land uses are of low intensity in an effort to maintain and promote the rural character of these lands.</li> <li>Further details for the aforementioned future land use classifications are set forth in the Comprehensive Plan and the reader is encouraged to review these if further detail is required.</li> </ul>
OVERLAY DISTRICT:	<ul> <li>The subject is also located within the Neutral Subdistrict of the Rural Fringe Mixed Use Overlay District.</li> <li>2.03.08 - Rural Fringe Zoning Districts A. Rural Fringe Mixed-Use District (RFMU District). 1. Purpose and scope. The purpose and intent of the RFMU district is to provide a transition between the Urban and Estates Designated lands and between the Urban and Agricultural/Rural and Conservation designated lands farther to the east. The RFMU district employs a balanced approach, including both regulations and incentives, to protect natural resources and private property rights, providing for large areas of open space, and allowing, in designated areas, appropriate types, density and intensity of development. The RFMU district allows for a mixture of urban and rural levels of service, including limited extension of central water and sewer, schools, recreational facilities, commercial uses and essential services deemed necessary to serve the residents of the RFMU district. The innovative planning and development techniques which are required and/or encouraged within the RFMU district were developed to preserve existing natural resources, including habitat for listed species, to retain a rural, pastoral, or park-like appearance from the major public rights-of-way, and to protect private property rights.</li> <li>Further details for the aforementioned overlay district are set forth in the Collier County Future Land Use Element and the reader is encouraged to review these if further detail is required. The following link is provided:</li> <li>https://www.colliercountyfl.gov/home/showdocument?id=61991</li> </ul>



# SEC. V: HIGHEST & BEST USE ANALYSIS

Real estate is valued in terms of its highest and best use. Highest and best use is the use which would be the most profitable and likely use of a property. It may also be defined as that available use and program of future utilization which produces the highest present land value. Highest and best use is defined by *The Dictionary of Real Estate Appraisal, Sixth Edition,* as follows:

- 1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
- 2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
- 3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

The Highest and Best Use Analysis begins with an analysis of the property as if vacant and available to be put to its highest and best use. The property is further analyzed if there are improvements, either existing or proposed, for the site. The four criteria of highest and best use are as follows:

- Legally Permissible Use what uses are permitted by zoning and deed restrictions on the subject property?
- Physically Possible Use what uses are physically possible to put on the site?
- Financially Feasible Use which possible and permissible uses will produce a net return to the owner of the site?
- Maximally Productive Use among the feasible uses, which use will produce the highest net return?

## PRESENT USE

The subject property presently exists as vacant land.

## HIGHEST AND BEST USE AS VACANT

The highest and best use analysis of the site examines the type of improvement that is most appropriate for a particular site.

#### Legally Permissible

Within this community, the future land use categories are broad indicators of growth potential such as raw residential density and service provision, while the zoning designations control specific allowable development. This property is zoned P (Public Use) under the zoning ordinances of Collier County and is designated Agricultural per the Collier County Future Land Use Element. Further, this property is located within the Neutral Subdistrict of the Rural Fringe Mixed Use Overlay District. Given existing regulatory considerations, legally permissible uses for the subject would consist of publicly (e.g., local, state, and federal) owned uses. If the subject were privately owned, the potential for a rezone and land use amendment would exist based on prevailing growth patterns. However, we also recognize the regulatory hurdles and the time horizon involved with other rezonings and land use amendments.



#### **Physically Possible**

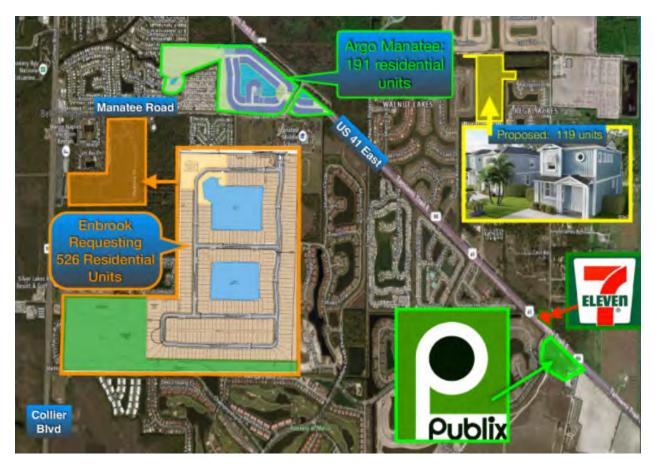
Various physical factors have an effect on the uses to which a property may be developed. These factors include size, shape, topography, and soil conditions. The subject site contains 3.66± acres; therefore, it is of sufficient size to accommodate any of a number of legally permissible uses. The mostly wooded parcel is serviced with water, septic, telephone, and electricity.

The physical aspects of the property do not impose apparent limitations on development other than project size and the lack of sanitary sewer service. The lack of sewer service may limit the intensity of future development on the site.

#### **Financially Feasible**

As long as a potential use has value commensurate with its cost and conforms to the first two tests, the use is considered to be financially feasible. As mentioned above, the legally permissible uses are physically possible.

In contemplating the feasible uses, consideration must be given to the site location and access. The property is located at the non-signalized southwest corner of Tamiami Trail East and Lake Park Boulevard in Collier County. Access to the property is provided by Tamiami Trail East and Lake Park Boulevard. Prevailing land uses surrounding the subject consists of residential (e.g., single-family) and agricultural uses. Development along Tamiami Trail East, south of its intersection with Collier Boulevard has increased recently. For example, Halvorsen Holdings broke ground on Fiddler's Creek Plaza, a 60,000 square foot Publix-anchored shopping center that is located at the southeast corner of Tamiami Trail East and Sandpiper Drive. The project is anticipated to be complete by summer 2021. Further evidence of growth patterns along Tamiami Trial is illustrated below:





As rooftops increase along the corridor, a corresponding increase in demand for commercial properties will continue. Once a rezoning and land use amendment is finalized, it is our opinion that the subject would be suited for commercial development purposes. In this regard, the following charts provided by CoStar illustrate the overall health of the retail market within Outlying Collier County:

AVAILABILITY	SUBMARKET	MARKET	INVENTORY	SUBMARKET	MARKET
Market Rent/SF	\$17.76	\$23.58 #	Existing Buildings	223 +	1,710 +
Vacancy Rate	11.1% #	5.7% 4	Inventory SF	2.2 M 4	23.5 M +
Vacant SF	249 K #	1.3 M #	Average Building SF	10 K 🛊	13.7 K 🛊
Availability Rate	12.0% #	6.6% 4	Under Construction SF	113 K 4	384 K 🕯
Available SF	282 K 🛊	1.6 M +	12 Mo Delivered SF	2.5 K +	136 K <sub>1</sub>
Sublet SF	0 (	50.8 K #			
Months on Market	26.8	9.2	SALES	SUBMARKET	MARKET
			12 Mo Transactions	13 (	91 ,
DEMAND	SUBMARKET	MARKET	Market Sale Price/SF	\$279 y	\$258 -
12 Mo Net Absorption SF	(15.8 K) ¥	17 K 4	Average Market Sale Price	\$2.9 M ŧ	\$3.6 M ¥
6 Mo Leasing Probability	26.3%	33.4%	12 Mo Sales Volume	\$13.4 M ŧ	\$236 M 4
			Market Cap Rate	5.9% +	6.0% +

Based upon this data as well as other information derived from our research, it is our opinion that the financially feasible use for the subject site is to be speculatively held until market conditions justify a rezoning and land use amendment of the site for commercial development purposes.

#### Maximally Productive

The maximally productive use is that development option which will return the greatest profit to the eventual developer. After considering the subject's fringe location, supply/demand side market factors, and prevailing growth patterns, the highest and best use of the subject site is for speculative holding.



# SEC. VI: VALUATION OF SUBJECT PROPERTY

## THE APPRAISAL PROCESS

There are three standard approaches to property valuation:

- Cost Approach to Value
- Sales Comparison Approach to Value
- Income Approach to Value

Each of these three approaches usually will indicate a slightly different value. After all of the factors of the three approaches have been carefully weighed, the indicators of value are correlated to a final opinion of value.

#### Cost Approach to Value

The Cost Approach to Value requires estimating the replacement cost new of the improvements, utilizing current labor and material prices and modern construction techniques. Next, accrued depreciation is estimated and subtracted from the cost new. Finally, the land value is added to the remainder to derive a value for the property as a whole. The Cost Approach is most reliable when the improvements are new and the opinion of land value can be reasonably developed. Conversely, when the improvements are older and/or adequate land sales are not available, the Cost Approach provides a less reliable result.

#### Sales Comparison Approach to Value

An opinion under the Sales Comparison Approach to Value is derived by comparing the property under appraisal with other similar properties that have sold recently. The Sales Comparison Approach is most reliable when the comparable sales are very similar to the subject property and have occurred relatively recently. Conversely, when large or numerous adjustments are necessary, the Sales Comparison Approach is less reliable.

#### Income Approach to Value

The Income Approach to Value is normally applied to commercial or income-oriented properties, since it measures the present worth of future rights to income. The Income Approach to Value, when adequate income and expense data are available, is often the most reliable approach in the valuation of commercial properties as it best represents investors' and lenders' actions in the marketplace.

#### **Approaches Developed**

As discussed within the Scope of Work section of this report, we have utilized the Sales Comparison Approach exclusively in developing an opinion of market value.



## THE SALES COMPARISON APPROACH TO VALUE

The Sales Comparison Approach to Value is a process of comparing sales of similar properties in the marketplace to the subject property.

Market data, when carefully verified and analyzed, is good evidence of value because it represents the actions and reactions of sellers, users and investors. The opinion of market value has been defined as an interpretation of the reactions of typical users and investors in the marketplace. The Sales Comparison Approach is based upon the principle of substitution, which states that a prudent person will not pay more to buy a property than it would cost to buy a comparable substitute property. The price a typical purchaser pays is usually the result of an extensive shopping process in which he/she is constantly comparing available alternatives.

The steps in the Sales Comparison Approach are:

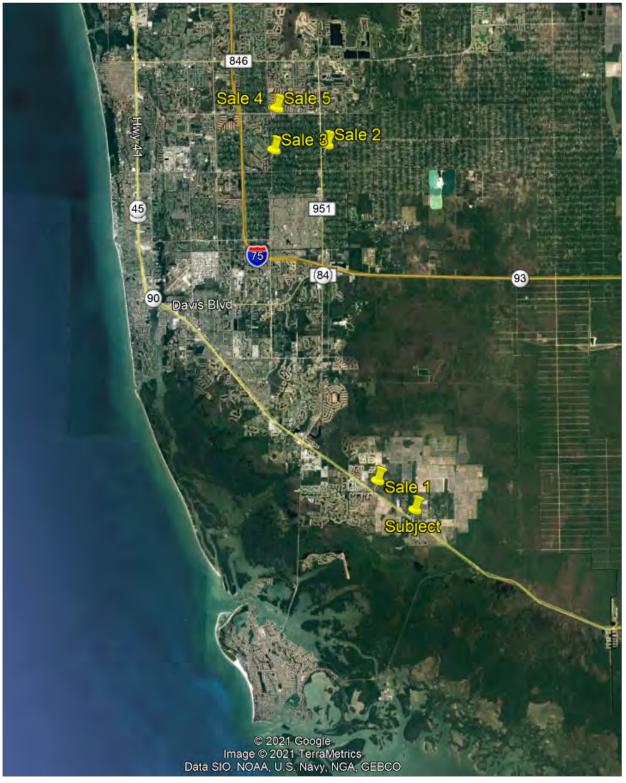
- 1. Seek out similar properties for which pertinent sales and data are available.
- 2. Qualify the prices as to terms, motivating forces and bona fide nature.
- 3. Compare each of important attributes of the comparable properties with the corresponding attributes of the property being appraised under the general division of time, location and physical characteristics.
- 4. Consider all dissimilarities in terms of their probable effect upon the sale price.
- 5. Formulate an opinion of relative value of the property being appraised as compared with the price of each similar property.

Source: Appraisal Institute, The Appraisal of Real Estate, 14th edition. (Chicago: Appraisal Institute, 2013).

In developing an opinion of the market value of the subject property via the Sales Comparison Approach, we have analyzed the following comparable sales:



## COMPARABLE LAND SALES MAP







DATE OF SALE: March 29, 2018	ADDRESS: no address established
SALE PRICE: \$330,000	STRAP #: 00737560004
SALE PRICE (ADJUSTED): \$330,000	SALE CONDITIONS: Arm's Length
RECORDING: 5500/1192	UTILITIES: Full
<b>GRANTOR:</b> Ronald Mentecki, Roger Fritchey, Robert Johnson	ZONING: A
GRANTEE: TBC Greenway, LLC	LAND USE: Urban Residential Subdistrict
FINANCING: Cash	SALE HISTORY: None within prior three years
TOPOGRAPHY: Wooded	ACCESS: U.S. 41 and Greenway Road
VERIFICATION: Rob Carroll, CCIM, MAI (Listing Broker)	HIGHEST AND BEST USE: Speculative holding for commercial
SITE AREA: 135,036 Square Feet 3.100 Acres	UNIT OF VALUE: \$2.44 Per SF \$106,452 per AC

**COMMENTS:** This sale is located at the northwest corner of U.S. 41 and Greenway Road in Unincorporated Collier County. According to Mr. Carroll, the buyer's motivation was for speculative holding.





DATE OF SALE: June 19, 2019 ADDRESS: Weber Boulevard SALE PRICE: \$195,000 STRAP #: 36760400105 SALE PRICE (ADJUSTED): \$195,000 SALE CONDITIONS: Arm's Length RECORDING: 5643/2826 UTILITIES: Full **GRANTOR:** Karl K Weaver **ZONING:** E (Estates) **GRANTEE:** Relik Homes, Inc. LAND USE: Estates Designation FINANCING: Cash to seller SALE HISTORY: None in prior 3 years **TOPOGRAPHY:** Uncleared ACCESS: Direct VERIFICATION: Broker HIGHEST AND BEST USE: Residential Development SITE AREA: 108,900 Square Feet UNIT OF VALUE: \$1.79 Per SF \$78,000 per AC 2.500 Acres

**COMMENTS:** The property is located along Weber Blvd in the Golden Gate neighborhood of Naples, Collier County. This property backs up to Collier Blvd but does not have direct access to the arterial roadway due to a drainage canal on the east side of the property. The site features 2.5 acres of uncleared residential land.





DATE OF SALE: February 7, 2020 ADDRESS: 5567 Tamarind Ridge Drive SALE PRICE: \$408,000 STRAP #: 38280280007 SALE PRICE (ADJUSTED): \$408,000 SALE CONDITIONS: Arm's Length **RECORDING:** 5726/880 UTILITIES: Full **GRANTOR:** Aaron N and Karen L Shepherd **ZONING:** E (Estates) **GRANTEE:** Alan J. Vincent LAND USE: Estates Designation FINANCING: Cash to seller SALE HISTORY: None in prior 3 years **TOPOGRAPHY:** Uncleared ACCESS: Direct VERIFICATION: Broker HIGHEST AND BEST USE: Residential Development SITE AREA: 186,001 Square Feet UNIT OF VALUE: \$2.19 Per SF 4.270 Acres \$95,550 per AC

**COMMENTS:** The property is located along Tamarind Ridge Drive in the Golden Gate neighborhood of Naples, Collier County. The site features 4.27 acres of uncleared residential land.





DATE OF SALE: April 1, 2020 ADDRESS: Logan Blvd SALE PRICE: \$200,000 STRAP #: 41821040101 SALE PRICE (ADJUSTED): \$200,000 SALE CONDITIONS: Arm's Length **RECORDING: 5747/3762 UTILITIES:** Telephone, Electric **GRANTOR:** John L and Jane E Wingate **ZONING:** E (Estates) **GRANTEE:** Rafeal Alejandro and Monica Vecino De LAND USE: Estates Designation La Torre FINANCING: Cash to seller SALE HISTORY: None in prior 3 years ACCESS: Direct **TOPOGRAPHY: Uncleared** VERIFICATION: Broker HIGHEST AND BEST USE: Residential Development SITE AREA: 118,918 Square Feet UNIT OF VALUE: \$1.68 Per SF 2.730 Acres \$73,260 per AC

**COMMENTS:** The property is located along Logan Blvd in the Golden Gate neighborhood of Naples, Collier County. The site features 2.73 acres of uncleared residential land.





DATE OF SALE: June 12, 2020 ADDRESS: Cherry Wood Drive SALE PRICE: \$210,000 STRAP #: 41821040004 SALE PRICE (ADJUSTED): \$210,000 SALE CONDITIONS: Arm's Length **RECORDING:** 5779/366 **UTILITIES:** Telephone, Electric **GRANTOR:** John L and Jane E Wingate **ZONING:** E (Estates) **GRANTEE:** Emil and Mariana Parfene LAND USE: Estates Designation FINANCING: Cash to seller SALE HISTORY: None in prior 3 years **TOPOGRAPHY:** Uncleared ACCESS: Direct VERIFICATION: Broker HIGHEST AND BEST USE: Residential Development **SITE AREA:** 118,918 Square Feet UNIT OF VALUE: \$1.77 Per SF 2.730 Acres \$76,923 per AC

**COMMENTS:** The property is located along Cherry Wood Drive in the Golden Gate neighborhood of Naples, Collier County. The site features 2.73 acres of uncleared residential land.



### Comparable Land Sales Chart

The comparable sales and our analysis thereof are summarized in the following chart:

	Subject	Comparable No. 1	Comparable No. 2	Comparable No. 3	Comparable No. 4	Comparable No. 5
		· · ·				
Fransaction Data:						
Date of Sale:		Mar-18	Jun-19	Feb-20	Apr-20	Jun-20
Sale/Listing Price:		\$330,000	\$195,000	\$408,000	\$200,000	\$210,000
Sale/Listing Price (Adjusted):		\$330,000	\$195,000	\$408,000	\$200,000	\$210,000
Physical Data:						
Street Address:	12901 Lake Park Blvd.	N/A	W/S of Weber Blvd.	5567 Tamarind Ridge Dr.	5434 Cherry Wood Dr.	N/A
Market:	Collier County	Collier County	Collier County	Collier County	Collier County	Collier County
Site Area (sq.ft.):	159.430	135.036	108.900	186.001	118.918	118.918
Site Area (acres):	3.66	3.10	2.50	4.27	2.73	2.73
Topography:	Mostly Wooded	Wooded	Wooded	Wooded	Wooded	Wooded
Shape:	Rectangular	Irregular	Rectangular	Rectangular	Rectangular	Rectangular
Utilities:	Water, Electricty, Telephone, Septic	Full	Full	Full	Telephone/Electricity	Telephone/Electricity
Use Data:						
Zoning:	Р	Α	E	E	E	E
zoning.		Urban Residential		L	E	L
Land Use:	Agricultural	Subdistrict	Estates	Estates	Estates	Estates
Highest and Best Use:	Speculative Holding	Speculative Holding	Residential	Residential	Residential	Residential
Sales Price Analysis:						
Price per Square Foot (Site):		\$2.44	\$1.79	\$2.19	\$1.68	\$1.77
Transactional Adjustments:						
Financing Terms:		0.0%	0.0%	0.0%	0.0%	0.0%
(Per Square Foot):		\$2.44	\$1.79	\$2.19	\$1.68	\$1.77
Conditions of Sale:		0.0%	0.0%	0.0%	0.0%	0.0%
(Per Square Foot):		\$2.44	\$1.79	\$2.19	\$1.68	\$1.77
Expenditures After Purchase:		0.0%	0.0%	0.0%	0.0%	0.0%
(Per Square Foot):		\$2.44	\$1.79	\$2.19	\$1.68	\$1.77
Market Conditions (time):		17.50%	10.00%	6.00%	5.00%	4.00%
(Adjusted Price per SF):		\$2.87	\$1.97	\$2.32	\$1.76	\$1.84
Physical Adjustments:						
Location:		0%	0%	0%	0%	0%
Access/Exposure:		0%	10%	0%	0%	10%
Size (Site Area):		0%	0%	0%	0%	0%
Topography:		0%	0%	0%	0%	0%
Shape:		5%	0%	0%	0%	0%
Utilities:		-5%	-5%	-5%	5%	5%
Zoning/Land Use:		-15%	-10%	-10%	-10%	-10%
Net Adjustments:		-15%	-5%	-15%	-5%	5%
Adjusted Price PSF		\$2.44	\$1.87	\$1.97	\$1.67	\$1.93

#### **Description of Sales**

Sale 1 is the March 2018 sale of the property located at the northwest corner of Tamiami Trail East and Greenway Road in Collier County. This property sold for \$330,000, or \$2.44 per square foot. This sale required an upward market conditions adjustment of 17.50% to account for increasing values in the market, which resulted in a transactionally adjusted price of \$2.87 per square foot. This sale also required downward adjustments for utilities and zoning/land use, as well as an upward adjustment for shape. The final adjusted value indication is \$2.44 per square foot.

Sale 2 is the June 2019 sale of the property located along the west side of Weber Boulevard, north of 5<sup>th</sup> Avenue SW in Collier County. This property sold for \$195,000, or \$1.79 per square foot. This sale required an upward market conditions adjustment of 10.00% to account for increasing values in the market, which resulted in a transactionally adjusted price of \$1.97 per square foot. This sale also required downward adjustments for utilities and zoning/land use, as well as an upward adjustment for access/exposure. The final adjusted value indication is \$1.87 per square foot.

Sale 3 is the February 2020 sale of the property located at the northwest corner of Logan Boulevard and Tamarind Ridge Drive in Collier County. This property sold for \$408,000, or \$2.19 per square foot. This sale required an upward market conditions adjustment of 6.00% to account for increasing values in the market, which resulted in a transactionally adjusted price of \$2.32 per square foot. This sale also required downward adjustments for utilities and zoning/land use. The final adjusted value indication is \$1.97 per square foot.

Sale 4 is the April 2020 sale of the property located at the southeast corner of Logan Boulevard and Cherry Wood Drive in Collier County. This property sold for \$200,000, or \$1.68 per square foot. This sale required an upward

# MAXWELL HENDRY SIMMONS 13, 2021 BOFC Mtg



market conditions adjustment of 5.00% to account for increasing values in the market, which resulted in a transactionally adjusted price of \$1.76 per square foot. This sale also required a downward adjustment for zoning/land use, as well as an upward adjustment for utilities. The final adjusted value indication is \$1.67 per square foot.

Sale 5 is the June 2020 sale of the property located along the south side of Cherry Wood Drive, east of Logan Boulevard in Collier County. This property sold for \$210,000, or \$1.77 per square foot. This sale required an upward market conditions adjustment of 4.00% to account for increasing values in the market, which resulted in a transactionally adjusted price of \$1.84 per square foot. This sale also required a downward adjustment for zoning/land use, as well as upward adjustments for access/exposure and utilities. The final adjusted value indication is \$1.93 per square foot.

#### Analysis of Comparable Data

This analysis is dependent upon adjustments to the sale prices of the comparable sales based on the following elements of comparison outlined by The Appraisal Institute:

- 1. Real property rights conveyed
- 2. Financing terms
- 3. Conditions of sale
- 4. Expenditures made immediately after purchase
- 5. Market conditions
- 6. Location
- 7. Physical characteristics
- 8. Economic Characteristics
- 9. Use
- 10. Non-realty components of value

For ease of analysis, we have divided this list into two parts. This division is based upon the type of adjustments made for the differences. Elements 1 - 5 are considered to be transactional adjustments, whereas elements 6 - 10 are considered to be physical adjustments.

#### Transactional Adjustments

There were no transactional adjustments warranted for Property Rights Conveyed, Financing Terms, Conditions of Sale and Expenditures Made Immediately after Purchase for these sales.

In considering Changes in Market Conditions since the time of sale, we must consider any significant changes in the local real estate market. The property value trend found throughout the market changed drastically over the past decade or so, with substantial increases during the period of 2002-2005 followed by equally substantial declines during the period of 2006-2009, and this declining trend reversing in 2012. Market conditions have demonstrated stable growth since 2015 and based upon our paired sales analyses of sale/re-sales of properties in the region, as well as the previous discussion, the comparable sales have been adjusted at positive 0.50% per month for market conditions over the timeframe analyzed.

#### **Physical Adjustments**

We have considered the following specific physical adjustments to the comparable sales. A brief description of the nature of these characteristics is provided below:

• Location: Location refers to the economic attributes of the surrounding market area. These attributes affect the financially feasible uses of the site. No adjustments for this factor are warranted.



- Access/Exposure: This refers to the accessibility of a property (i.e. frontage road vs. direct frontage, existence of median cuts, etc.). In this regard, Sale Nos. 2 and 5 were deemed inferior. As such, negative adjustments of 15% were applied. The remaining sales were considered similar in this respect.
- Size (Site Area): Larger parcels often sell for a lower price per unit of comparison than do smaller parcels. No adjustments for this factor are warranted.
- Topography: This refers to the physical condition of the property, such as if the property is cleared or if there are significant changes in elevation. No adjustments for this factor are warranted.
- Shape: This refers to the configuration or orientation of the property which might impact the development potential. For example, a property which is a long, narrow rectangle may have difficulty being developed due to setback requirements. Sale No. 1 was deemed inferior due to its irregular shape. As such, an adjustment of 5% was applied. The remaining sales were considered similar in this respect.
- Utilities: The presence or absence of certain utilities can strongly impact the physically possible uses of a site, the second test in the analysis of Highest and Best Use (i.e. the absence of central sewer may prevent intensive development). In this respect, Sale Nos. 1 through 3 were deemed superior and warranted negative 5% adjustments. Sale Nos. 4 and 5 were considered inferior and warranted 5% upward adjustments.
- Zoning/Future Land Use: Zoning and Future Land Use directly determine the legally permissible uses of a site, the first test in the analysis of Highest and Best Use. If the subject were privately held, the subject would possess a different zoning district. Furthermore, differences in zoning results in substantial value differences. For example, after its purchase in March 2018, the owners of Sale No. 1 achieved a zoning change from A to C-3, which resulted in a value increase of 111%. Market conditions also contributed to the increase in value.

The subject's existing permitted uses are limited due to its zoning district and future land use designation. In this regard, all the sales were deemed superior due to the allowable uses permitted by their respective zoning districts and future land use designations. Based upon market evidence, we applied negative adjustments ranging from 10% to 15% were applied.



#### Value Conclusion

These comparable sales range in adjusted prices as shown below:

Descriptive Statistics:	
Multiplier:	*Price per SF:
Mean:	\$1.98
Median:	\$1.93
Standard Deviation:	\$0.28
Minimum:	\$1.67
Maximum:	\$2.44
Range:	\$0.77
* Based on ad	justed price

The comparables provided sufficient evidence to indicate a reliable and credible land value estimate. After considering the comparables, current market conditions, and because of the subject's: 1) location, 2) physical characteristics, and 3) regulatory considerations, it is our opinion that the market value of the subject property, as of the effective date of appraisal is \$2.00 per square foot of gross land area. Application of this unit of value results in the following estimated value for the subject property:

Site Area (sf)	Value per Sq. Ft.	Opinion of Value	Rounded to
159,430	\$2.00	\$318,860	\$320,000



# SEC. VII: RECONCILIATION OF OPINIONS OF VALUE

Cost Approach to Value Sales Comparison Approach to Value Income Approach to Value N/A \$320,000 N/A

As previously discussed, only the Sales Comparison Approach has been developed. Therefore, no reconciliation of varying approaches is required.

Based upon the results of the analyses and data contained in this report, including any Extraordinary Assumptions and Hypothetical Conditions outlined in the Addenda, it is our opinion that the "as is" market value of the fee simple interest in the subject property, as of 25 February 2021, is

#### THREE HUNDRED TWENTY THOUSAND DOLLARS - \$320,000

The above opinion of market value is contingent upon the certification and the assumptions and conditions of this appraisal, if any.

### **CONTRACTS, LISTINGS & SALES HISTORY**

According to public records, there have been no qualified sales involving the subject property during the past three years. As of the date of value, the property is not listed for lease, sale or is under contract for purchase.



## ESTIMATION OF MARKETING TIME

Marketing time is defined by the USPAP Advisory Opinion as follows:

- 1. The time it takes an interest in real property to sell on the market sub-sequent to the date of an appraisal.
- 2. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)

Marketing time is further discussed in the Advisory Opinion referenced above as follows:

"...Marketing time occurs after the effective date of the market value opinion and the marketing time opinion is related to, yet apart from, the appraisal process. Therefore, it is appropriate for the section of the appraisal report that discusses marketing time and its implications to appear toward the end of the report after the market value conclusion. The request to provide a reasonable marketing time opinion exceeds the normal information required for the appraisal process and should be treated separately from that process.

It is also appropriate for the appraiser to discuss the impact of price/value relationships on marketing time and to contrast different potential prices and their associated marketing times with an appraiser's market value opinion for the subject property...

...Clients concerned with marketing real or personal properties who obtain a market value appraisal as part of their decision-making process should be aware that it may be inappropriate to assume that the value remains stable during the marketing period. Therefore, it is technically incorrect for the user of an appraisal to take a current value opinion, carry it forward to the end of a concluded marketing period, and then discount back to the present..."

Based upon the analysis and conclusions developed in this appraisal, the marketing time for the subject property is estimated to be 6 to 12 months.

#### **ESTIMATION OF EXPOSURE TIME**

Inherent in an opinion of market value is the development of an estimate of exposure time for the subject property. Exposure time is defined by the Uniform Standards of Professional Appraisal Practice (USPAP), 2020/2021 Edition, as follows:

(The) estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Based upon the analysis and conclusions developed in this appraisal, the exposure time for the subject property is estimated to be 6 to 12 months.



# SEC. VIII: CERTIFICATION

We certify that, to the best of our knowledge and belief:

- > The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice.
- We have made a personal inspection of the property that is the subject of this report. For this analysis, Andrew D. Anderson, MBA conducted an inspection of the subject property on 25 February 2021. Gerald A. Hendry, MAI, CCIM also inspected the property.
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the State of Florida relating to review by its duly authorized representatives. This report also conforms to the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
- We are currently licensed to conduct appraisal activities and have completed the continuing education requirements set forth with the State of Florida.



Although other appraisers may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy are maintained at all times with regard to this assignment without conflict of interest.

As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

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Andrew D. Anderson, MBA State-Certified General Real Estate Appraiser, RZ 3175

As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

Jula Hal

Gerald A. Hendry, MAI, CCIM State-Certified General Real Estate Appraiser, RZ 2245



# SEC. IX: ADDENDA

# PURCHASE ORDER

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## QUALIFICATIONS OF ANDREW D. ANDERSON, MBA EDUCATIONAL BACKGROUND AND TRAINING:

Bachelor of Arts in Business Administration, Warner University, Lake Wales, Florida (2001)

Master in Business Administration, Florida Gulf Coast University, Fort Myers, Florida (2005)

Education through the Appraisal Institute, Steve Williamson's Real Estate Education Specialists, Florida Real Estate Academy, Cooke Real Estate School

Currently an Associate Appraiser with Maxwell, Hendry, & Simmons, LLC, Fort Myers, Florida Associate Appraiser with Hanson Real Estate Advisors, Inc. Fort Myers, Florida (2004 – 2018)

#### **PROFESSIONAL DESIGNATIONS & AFFILIATIONS**

State-Certified General Real Estate Appraiser, RZ3175

State-Licensed Real Estate Sales Associate, SL3412003

Appraisal Institute – Practicing Affiliate

Real Estate Investment Society

Royal Palm Coast Realtor Association

#### <u>Other</u>

Qualified as an expert witness in Florida District Court: 20th Judicial Circuit.

#### LICENSE





## QUALIFICATIONS OF GERALD A. HENDRY, MAI, CCIM EDUCATIONAL BACKGROUND AND TRAINING:

Master of Arts in Business Administration, with a major in Real Estate and Urban Analysis, University of Florida, 1995, Gainesville, Florida.

Bachelor of Science in Business Administration, with a major in Finance, 1991, University of Florida, Gainesville, Florida.

Principles and Practices of Real Estate, Brokers Course, Florida Real Estate Academy, 1995, Fort Myers, Florida.

Case Studies in Valuation and Report Writing, University of Florida, 1994.

Real Estate Market Analysis, University of Florida, 1993.

Preview of Urban Planning and Regional Planning, University of Florida, 1993.

Seminar in Real Estate Valuation, University of Florida, 1994.

Seminar in Real Estate Financial Analysis, University of Florida, 1995.

Land Use Economics, University of Florida, 1995.

Principles and Practices of Real Estate, Salesman Course, Florida Real Estate Academy, 1990, Fort Myers, Florida.

Demonstration Report Writing, seminar sponsored by the Appraisal Institute, Dallas, Texas, May 1999.

Comprehensive Appraisal Workshop, Dallas, Texas, August 2000.

"Appraising and Analysis of Proposed Subdivisions and Condominiums", seminar sponsored by The Appraisal Institute, Boca Raton, Florida, August 2002.

CCIM CI 101 - Financial Analysis for Commercial Investment Real Estate, CCIM Institute, Naples, Florida, October 2002.

The Valuation of Wetlands, seminar sponsored by The Appraisal Institute, Fort Myers, Florida, September 2004.

Case Studies in Commercial Highest and Best Use, Appraisal Institute, September 2005.

CCIM CI 102 - Market Analysis for Commercial Investment Real Estate, May 2006.

CCIM CI 103 - User Decision Analysis for Commercial Real Estate, September 2006.

CCIM CI 104 - Investment Analysis for Commercial Real Estate, August 2006.



Appraisal of Local Retail Properties, Appraisal Institute, May 2009.

Subdivision Valuation, Appraisal Institute, September 2009.

Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets, Appraisal Institute, Bradenton, Florida March 2012

#### EXPERIENCE:

Currently an owner/partner with Maxwell, Hendry & Simmons, LLC, Fort Myers, Florida.

Owner/partner with Maxwell & Hendry Valuation Services, Inc., Fort Myers, Florida, 2004-2013.

Associate Appraiser with W. Michael Maxwell & Associates, Inc., Fort Myers, Florida, 1995-2003.

Commercial Credit Analyst with Barnett Bank of Lee County/First Florida Bank, Fort Myers, Florida, 1991-1993.

#### **PROFESSIONAL AFFILIATIONS:**

Appraisal Institute - MAI

**CCIM Institute - CCIM** 

State-Certified General Real Estate Appraiser, RZ 2245

State-Licensed Real Estate Broker, BK #0567939

Southwest Florida CCIM District - Board of Directors 2014 - 2018, 2017 President

Real Estate Investment Society - Board of Governors 2002 - 2008, President 2007

Appraisal Institute - West Coast Florida Chapter Board of Directors 2003 - 2008

Appraisal Institute - West Coast Florida Chapter President 2008

Commercial Investment Professionals (CIP) Member

#### OTHER:

Qualified as an expert witness in the 20<sup>th</sup> Judicial Circuit Court of Florida and United States Bankruptcy Court Middle District of Florida.

Special Magistrate - Lee County Value Adjustment Board 2012-2014

Guest Lecturer at Florida Gulf Coast University, College of Business Administration 2007-2016



#### **RE-CERTIFICATION:**

As of the date of this report, Gerald A. Hendry MAI, CCIM has completed the requirements under the continuing education program of the Appraisal Institute.

Ron DeSantis, Governor STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES
HENDRY, GERALD A 12600 WORLD PLAZA LANE BUILDING X3 FORT MYERS FL 33907
LICENSE NUMBER: RZ2245
EXPIRATION DATE: NOVEMBER 30, 2022
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.     Do not alter this document in any form.     This is your license. It is unlawful for anyone other than the licensee to use this document.



#### **ASSUMPTIONS**

An assumption is defined by The Appraisal Institute in *The Dictionary of Real Estate Appraisal, Sixth Edition* as follows:

"That which is taken to be true."

Please review the following assumptions, which we have "taken to be true" about this appraisal.

This appraisal is to be used in whole and not in part. This appraisal report has been prepared at a specified point in time as indicated by the date of valuation. Therefore, this report can neither be used prior to, or subsequent to, the effective appraisal date. Market values and conditions change significantly with the passage of time. This report cannot be viewed subsequent to the appraisal date and then reliance placed on values, opinions, and analysis made by the appraiser or other consultants in the report. The forecasts or projections included in this report are used to assist in the valuation process and are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are therefore subject to changes in future conditions, which cannot be accurately predicted by the appraiser and could affect the future income and/or value forecasts.

No part of this report shall be used in conjunction with any other appraisal. The appraiser(s) herein, by reason of this report, is not required to give testimony or attendance in court or any governmental hearing with reference to the property appraised, unless arranged previously therefore. The consideration for the preparation of this appraisal report is the payment by the client of all charges due the appraiser in connection therewith. Any responsibility of the appraiser for any part of the report is conditioned upon full payment.

Neither all, nor any, part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the author, particularly as to the valuation conclusion, the identity of the appraiser or firm with which he is connected, or any reference to any professional organization of which the appraiser may be a member.

The property has been appraised as if free and clear, unencumbered by mortgages, liens, delinquent taxes, assessments, special or unusual deed conditions or restrictions, but subject to zoning regulations. An investigation, but no record search, has been made.

All comparable data utilized are confirmed by Costar Group, Inc., the Local Multiple Listing Service (MLS), parties related to the sale, and/or public records. The data used in compiling this report was secured from sources considered reliable and authentic and, so far as possible, was verified. However, no responsibility is assumed for its accuracy or correctness.

Unless otherwise noted, no survey or plans were requested or provided and information regarding the subject property has been gathered from the appropriate public records. It is assumed that the legal descriptions, site sizes and boundaries utilized are correct, that the improvements (if applicable) are entirely and correctly located on the property described, and that there are no encroachments or overlapping boundaries. Unless stated otherwise, legal access to the property is assumed. Marketable title, but not responsibility as to legal matters, is assumed. This appraisal is subject to a current survey and title search.

It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report and it is further assumed that all applicable zoning, land use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined and considered in the appraisal report.

This appraisal is subject to all growth management ordinances (i.e. concurrency) both local and state. The appraiser has relied upon representations made by the developer, client or authorities considered to be knowledgeable in this regard. A determination was not made by the appraiser as to the development potential for the property, unless otherwise stated.

# MAXWELL HENDRY SIMMONS 13, 2021 BOFC Mtg

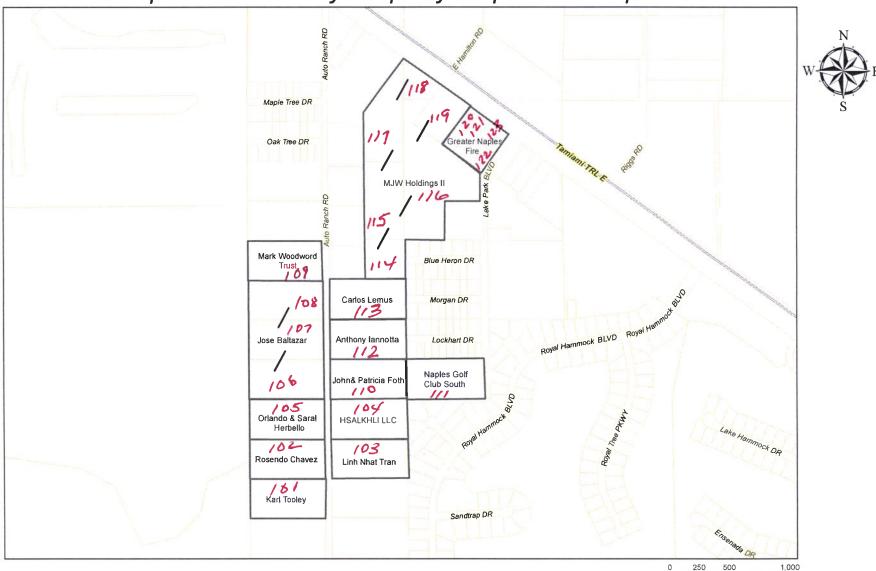


Unless otherwise noted, we were not provided with a title search, and we have assumed that the subject property has a unified title, or in absentia, that the right of entry is barred for oil, gas, and mineral rights holders. We have further assumed that no off-site subsurface exploration or extraction activities are occurring, or have occurred, which would have an impact on the subsurface elements of the property, or which would adversely affect the value of the property. No consideration was given within this appraisal as to the time or expense (if any) which would be required to determine or obtain unified title or bar the right of entry. Should this assumption regarding unified title later prove to be false, this could alter the opinions and conclusions contained herein.

The Americans with Disabilities Act (ADA) became effective on February 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine if it is in conformity with the various detailed requirements of the ADA. As the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.

## EXTRAORDINARY ASSUMPTIONS / HYPOTHETICAL CONDITIONS

Please see the Scope of Work for further details.



# Proposed Flow Way Property Acquisition Map

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Feet

## **Background**

In order to secure financing for the White Lake Property, the bank is requiring the execution of the following documents by the Board of Fire Commissioners:

- 1. Resolution No. 2021-03 authorizing the loan
- 2. Loan Agreement and Note between GNFD and First Horizon TE1, LLC
- 3. Sunshine Certificate as to public meetings and no conflict of interest

### **Funding Source/Financial Impact**

N/A

### **Recommendation**

Staff recommends the Board approve and execute the documents required for financing recognizing that the Loan Agreement and Note will not be executed until April 22, 2021. Staff also recommends the Board grant the authority to its counsel to make technical non-substantive revisions to the loan documents, if necessary.

#### **Potential Motion**

I move to approve Resolution 2021-03, authorizing a loan in the amount of \$4,000,000 for the acquisition of the Lake Park Property, the Loan Agreement and Note between GNFD and First Horizon TE1, LLC, and the Sunshine Certificate as to public meetings and no conflict of interest and granting GNFD's counsel to make any technical non-substantive revisions to the loan documents, if necessary.

#### **RESOLUTION NO. 2021-03**

A RESOLUTION OF THE GREATER NAPLES FIRE RESCUE DISTRICT, AUTHORIZING A LOAN IN A PRINCIPAL AMOUNT OF \$4,000,000 TO FINANCE THE COST OF THE ACQUISITION OF REAL PROPERTY FOR EXPANSION AND TO PAY COSTS OF SUCH LOAN; APPROVING THE FORM OF A REVENUE NOTE AND A LOAN AGREEMENT; DELEGATING TO CERTAIN OFFICIALS OF THE DISTRICT TO TAKE CERTAIN ACTIONS AND TO EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF SAID LOAN; PROVIDING OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF FIRE COMMISSIONERS (the "Board") OF THE GREATER NAPLES FIRE RESCUE DISTRICT (the "District") that:

**Section 1.** <u>Authority for this Resolution</u>. This Resolution is adopted pursuant to Laws of Florida, Chapter 2014-240, Special Acts of 2014, the Charter of the District, and other applicable provisions of law (collectively, the "Act").

Section 2. <u>Definitions</u>. Words and phrases used herein in capitalized form and not otherwise defined herein (including, without limitation, in the preamble hereto) shall have the meanings ascribed thereto in the Loan Agreement (hereinafter defined) and, in addition, the following words and phrases shall have the following meanings:

"Authorized Signatories" means the Chairman of the Board or any other Fire Commissioner designated by the Board to act under this Resolution and the Secretary or each of his or her duly authorized designees.

"Loan Amount" means the principal amount of \$4,000,000.

Section 3. Findings. It is hereby ascertained, determined and declared that:

A. The District has received a proposal from First Horizon TE1, LLC (the "Lender") to purchase from the District its Revenue Note, Series 2021 (the "Note") in accordance with the terms of the hereinafter described Loan Agreement (as hereinafter defined) the proceeds of which will be loaned to the District (the "Loan") to finance the acquisition of real property (the "Project") and to pay costs of issuing the Note.

B. The District is authorized and empowered by the Act to issue the Note, enter into the Loan Agreement and use the proceeds of the Loan to provide for the financing of the Project and paying the costs of issuing the Note.

C. The principal of and interest on the Loan and all other payments with respect thereto shall be payable from moneys pledged herein and by the Loan Agreement, which the District has full authority to irrevocably pledge. Ad valorem revenues are not being used to pay the Loan, and the District shall never be required to levy ad valorem taxes on any real or personal property to pay the principal of and interest on the Loan or to make any other payments

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required herein, and the Loan Agreement shall not constitute a lien on any real or personal property owned by or situated within the limits of the District.

D. The Project is an expansion related project within the District in order to serve new growth within the District.

(a) The District is duly authorized to use the Assessment Receipts (as defined in the Loan Agreement) to finance the Project pursuant to Section 191.009(4), Florida Statutes and the Assessment Receipts pledged herein are being used to pay costs of projects serving new growth within the District.

E. Because of the characteristics of the Loan, prevailing and anticipated market conditions and additional savings to be realized from the expeditious completion of the Loan, it is not feasible, cost effective or advantageous to enter into the Loan through a competitive sale and it is in the best interest of the District to accept the terms of the Loan from the Lender in a principal amount of the Loan Amount, at a negotiated sale upon the terms and conditions outlined herein and in the Loan Agreement and as determined by the Authorized Signatories executing the Loan Agreement in accordance with the terms hereof.

**Section 4.** <u>Authorization of Transaction</u>. In order to obtain funds to finance the Project and to pay the costs of the Loan, the District is authorized to obtain the Loan and to borrow an amount not to exceed the Loan Amount from the District.

Prior to its execution and delivery of the Loan Documents, as such terms are hereinafter defined, the District shall have received from the Lender a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, and a Truth-in-Bonding Statement pursuant to Section 218.385(3), Florida Statutes, and no further disclosure is or shall be required by the Lender.

Section 5. Loan Agreement and Note. The District is authorized to execute a Loan Agreement with the Lender in substantially the form attached hereto as Exhibit "A" (the "Loan Agreement"), to make and deliver the Note in the form attached to the Loan Agreement in a principal amount equal to the Loan Amount. The forms and terms of the Loan Agreement and the Note (collectively, the "Loan Documents") attached hereto are hereby approved, and the Authorized Signatories are authorized on behalf of the District to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatories, including the principal amount of the Note but not to exceed the Loan Amount, such approval to be conclusively evidenced by the execution thereof by the Authorized Signatories on the Note and the Loan Agreement.

Section 6. Loan Agreement Not to be General Obligation or Indebtedness of the District. The Loan Agreement and the obligations of the District thereunder shall not be deemed to constitute general obligations or a pledge of the full faith and credit of the District, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues (as defined in the Loan Agreement), and subject to the conditions set forth in the Loan Agreement. No holder of the Loan shall ever have the right,

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directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the District or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto, nor shall any holder or owner of the Note be entitled to payment of such principal and interest from any other funds of the District other than the Pledged Revenues, all in the manner and to the extent herein and in the Loan Agreement provided. The Loan Agreement, the Note and the indebtedness evidenced thereby shall not constitute a lien upon any real or personal property of the District, or any part thereof, or any other tangible personal property of or in the District, but shall constitute a lien only on the Pledged Revenues, all in the manner and to the extent provided herein and in the Loan Agreement.

Section 7. <u>Pledge</u>. The payment of the principal of and interest on the Loan and other payments due under the Loan Agreement shall be secured forthwith equally and ratably by an irrevocable lien on the Pledged Revenues, all in the manner and to the extent provided herein and in the Loan Agreement. The District does hereby irrevocably pledge such Pledged Revenues to the payment of the principal of and interest on the Loan and other payments due under the Loan Agreement.

**Section 8.** <u>Application of Proceeds</u>. The proceeds of the Loan shall be applied to finance the costs of the Project. The payment of costs of issuance of the Loan will be paid from proceeds of the Loan or other legally available revenues of the District as determined by the Authorized Signatory. Any proceeds not needed to pay costs of the Project or costs of issuance of the Loan shall be applied to pay principal and interest on the next succeeding payment date.

**Section 9.** <u>Severability</u>. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

**Section 10.** <u>Applicable Provisions of Law</u>. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 11. <u>Authorizations</u>. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the District the Loan Agreement as provided hereby. All officials and employees of the District, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, and contracts on behalf of the District as they shall deem necessary or desirable in connection with the completion of the Loan and the carrying out of the intention of this Resolution.

Section 12. <u>Repealer</u>. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 13. <u>Effective Date</u>. This Resolution shall take effect immediately upon its adoption.

Passed and duly adopted by the Greater Naples Fire Rescue District Board of Fire Commissioners of Collier County, Florida this 13<sup>th</sup> day of April, 2021.

APPROVED BY:

Chairman Kevin Gerrity

Commissioner David Stedman

Commissioner Al Duffy

Commissioner Nick Biondo

Commissioner Charlie Cottiers

#82986245\_v3 170817-2

## EXHIBIT "A"

# FORM OF LOAN AGREEMENT (WITH ATTACHED FORM OF NOTE)

102

LOAN AGREEMENT

## BETWEEN

## **GREATER NAPLES FIRE RESCUE DISTRICT**

AND

## FIRST HORIZON TE1, LLC

Dated as of April 22, 2021

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EXHIBIT A - FORM OF NOTE

This LOAN AGREEMENT (this "Agreement") is made and entered into as of April 22, 2021, by and between GREATER NAPLES FIRE RESCUE DISTRICT, an independent special fire control and rescue district in Collier County, Florida duly organized and validly existing under the laws of the State of Florida, and its successors as may be provided by law (the "District"), and FIRST HORIZON TE1, LLC, and its successors and assigns (the "Note Holder");

#### WITNESETH:

WHEREAS, the District is authorized by provisions of the Florida Constitution, Chapters 189 and 191, Florida Statutes, the Charter (as defined herein) and other applicable provisions of law (collectively, the "Act") to, among other things, acquire by purchase real and personal property for any purpose authorized by Chapter 191, Florida Statutes and to borrow money when necessary to carry out the District's duties; and

WHEREAS, the Commissioners of the District duly adopted Resolution No. 2021-03 on April 13, 2021 (the "Resolution"), authorizing, among other things, the issuance of the Greater Naples Fire Rescue District Revenue Note, Series 2021 (the "Note") for the purpose of financing certain Costs (as hereinafter defined) of the Project and to pay costs of issuing the Note; and

WHEREAS, the District hereby determines that it is desirable and in the best interest of the District to enter into this Agreement whereby the District will borrow funds (the "Loan") from the Note Holder for the purpose of financing the Costs of the Project and paying costs of issuing the Note, and to evidence the obligation of the District to repay such Loan the District shall deliver the Note to the Note Holder in an amount of \$4,000,000; and

WHEREAS, the Note shall be issued pursuant to the terms and provisions of the Resolution and this Agreement; and

**WHEREAS**, the execution and delivery of this Agreement and the Note have been duly authorized by the Resolution.

#### NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE** as follows:

[Remainder of page intentionally left blank]

#### **ARTICLE I**

#### **DEFINITION OF TERMS**

**SECTION 1.01. DEFINITIONS.** The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings in this Article I specified, unless the context clearly otherwise requires.

"Act" shall mean the Florida Constitution, Chapters 189 and 191, Florida Statutes, the Charter and other applicable provisions of law.

"Agreement" shall mean this Loan Agreement, dated April 22, 2021, between the District and the Note Holder and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Assessment Receipts" means the impact fees collected pursuant to Section 191.009(4), Florida Statutes that are legally available to pay amounts owing hereunder and under the Note.

"Authorized Officer" shall mean the Chairman of the Board or any other Fire Commissioner designated by the Board to act under this Agreement and the Secretary or each of his or her duly authorized designees.

"Board" shall mean the Board of Fire Commissioners, the governing board of the District.

"Note Counsel" shall mean Holland & Knight LLP or any other attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which the Note Holder is authorized or required to be closed.

"Charter" shall mean Laws of Florida, Chapter 2014-240, Special Acts of 2014.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and applicable rules and regulations.

"Determination of Taxability" shall mean the circumstance of interest paid or payable on the Note becoming includable for federal income tax purposes in the gross income of the Note Holder. A Determination of Taxability will be deemed to have occurred on (A) the receipt by the District or the Note Holder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other official letter or correspondence from the Internal Revenue Service which holds that any interest payable on the Note is includable in the gross income of the Note Holder; (B) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on the Note is includable in the gross income of the Note Holder, or (C) receipt by the District or the Note Holder of an opinion of a Note Counsel that any interest on the Note has become includable in the gross income of the Note Holder for federal income tax purposes. For all purposes of this definition, a Determination of Taxability

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will be deemed to occur on the date of which the interest on the Note is deemed includable in the gross income of the Note Holder.

"District" shall mean the Greater Naples Fire Rescue District, an independent special fire control and rescue district in Collier County, Florida, and its successors as may be provided by law.

"Fiscal Year" shall mean the 12-month period commencing on October 1 of any year and ending on September 30 of the immediately succeeding year.

"Interest Rate" shall mean a fixed interest rate equal to 2.125% percent per annum. The Interest Rate is subject to adjustment pursuant to Section 3.03 hereof.

"Maturity Date" shall mean June 1, 2031.

"Note" shall mean the District's Revenue Note authorized to be issued by the Resolution and more particularly described in Article III hereof.

"Note Holder" shall mean First Horizon TE1, LLC, and its successors and assigns.

"**Permitted Investments**" means obligations in which public funds of the District are authorized to be invested under the laws of the State.

"Pledged Revenues" shall mean the (i) Assessment Receipts and (ii) any investment earnings on the Impact Fee Receipts Fund created pursuant to Section 3.04 hereof.

"**Project**" shall mean the acquisition of real property located at 3481 Shearwater Street, Naples, FL 34117 and 3485 Shearwater Street, Naples, FL 34117 to be used for a new firehouse to serve the residents served by the District.

"**Resolution**" shall mean Resolution No. 2021-03 adopted by the District on April 13, 2021, which among other things authorized the execution and delivery of this Loan Agreement and the issuance of the Note.

"State" shall mean the State of Florida.

"Tax Certificate" shall mean the Certificate as to Arbitrage and certain Other Tax Matters to be executed by the District in connection with the issuance of the Note, as such Certificate may be amended from time to time.

**SECTION 1.02. INTERPRETATION.** Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Resolution. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

**SECTION 1.03. TITLES AND HEADINGS.** The titles and headings of the articles and sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

## **ARTICLE II**

## REPRESENTATIONS, WARRANTIES AND COVENANTS; SECURITY FOR NOTE

**SECTION 2.01. REPRESENTATIONS BY THE DISTRICT.** The District represents, warrants and covenants that:

(a) The District is an independent special fire control and rescue district in Collier County, Florida duly organized and validly existing under the constitution and other laws of the State. Pursuant to the Charter and the Resolution, the District has duly authorized the execution and delivery of this Agreement, the performance by the District of all of its obligations hereunder, and the issuance of the Note in the principal amount of \$4,000,000.

(b) The District has complied with all of the provisions of the constitution and laws of the State, including the Act, and has full power and authority to enter into and consummate all transactions contemplated by this Agreement or under the Note, and to perform all of its obligations hereunder and under the Note; and, to the best knowledge of the District, the transactions contemplated hereby do not conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment to which the District is a party or by which the District is bound.

(c) The total annual payments for the principal and interest on the Note does not exceed 50% of the total annual budgeted revenues of the District.

(d) The District is duly authorized and entitled to issue the Note and enter into this Agreement and, when executed and delivered, the Note and this Agreement will each constitute a legal, valid and binding obligation of the District enforceable in accordance with its respective terms, subject as to enforceability to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

(e) There are no actions, suits or proceedings pending or, to the best knowledge of the District, threatened against or affecting the District, at law or in equity, or before or by any governmental authority, that, if adversely determined, would materially impair the ability of the District to perform the District's obligations under this Agreement or under the Note.

(f) The District will furnish to the Note Holder within 330 days after the close of each Fiscal Year a copy of the annual audited financial statements of the District, prepared by a certified public accountant. With reasonable promptness the District shall provide such other data and information as may be reasonably requested by the Note Holder from time to time.

(g) The Project is an expansion related project within the District in order to serve new growth within the District.

(h) The District is duly authorized to use the Assessment Receipts to finance the Project pursuant to Section 191.009(4), Florida Statutes and the Assessment Receipts pledged herein are being used to pay costs of projects serving new growth within the District.

**SECTION 2.02. TAX COVENANT.** In order to maintain the exclusion from gross income for purposes of federal income taxation of interest on the Note, the District shall comply with each requirement of the Code applicable to the Note. In furtherance of the covenant contained in the preceding sentence, the District agrees to continually comply with the provisions of the Tax Certificate, which is incorporated fully by reference herein, as a source of guidance for achieving compliance with the Code.

(a) The District shall make any and all rebate payments required to be made to the United States Department of the Treasury in connection with the Note pursuant to Section 148(f) of the Code.

(b) So long as necessary in order to maintain the exclusion from gross income of interest on the Note for federal income tax purposes, the covenants contained in this Section shall survive the payment for the Note and the interest thereon, including any payment or defeasance thereof.

(c) The District shall not take or permit any action or fail to take any action which would cause the Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

**SECTION 2.03. NOTE SHALL NOT BE INDEBTEDNESS OF THE DISTRICT OR STATE.** The Note, when delivered by the District pursuant to the terms of this Agreement, shall not be or constitute an indebtedness of the District, the State of Florida or any political subdivision or agency thereof, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable solely as herein provided. Ad valorem revenues are not being used to pay the Note, and the Note Holder shall never have the right to compel the exercise of the ad valorem taxing power of the District, or taxation in any form on any property therein to pay the Note or the interest thereon. The Note is a special and limited obligation secured by and payable as to principal and interest from the Pledged Revenues, to the extent and in the manner provided herein.

**SECTION 2.04. SECURITY FOR NOTE.** The payment of the principal of or redemption price, if applicable, and interest on the Note shall be secured forthwith by a pledge of and lien upon the Pledged Revenues. The District does hereby irrevocably pledge the Pledged Revenues to the payment of the principal of, redemption price, if applicable, and interest on the Note.

The District promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof, provided that the principal of and interest on the Note is payable solely from the Pledged Revenues, and nothing in the Note or this Agreement shall be construed as pledging any other funds or assets to such payment or as authorizing such payment to be made from any

other source. The District is not and shall not be liable for the payment of the principal of and interest on the Note or for the performance of any pledge, obligation or agreement for payment undertaken by the District hereunder or under the Note from any property other than the Pledged Revenues. The Note Holder shall not have any right to resort to legal or equitable action to require or compel the payment of any amount required by the Note or the Loan Agreement from any source other than the Pledged Revenues.

**SECTION 2.05. MAINTENANCE OF EXISTENCE.** The District covenants that it will at all times maintain its existence until all amounts due and owing from the District to the Note Holder hereunder and under the Note have been paid in full.

**SECTION 2.06. IMPACT FEES.** The District has the requisite authority and power to assess and collect impact fees pursuant to Section 191.009(4), Florida Statutes. The District has established a schedule of impact fees. Such impact fees are kept separate from other revenues of the District.

**SECTION 2.07. PLEDGED REVENUES.** The District covenants that it will take all actions necessary to continue to timely receive the Assessment Receipts until all amounts due and owing from the District to the Note Holder hereunder and under the Note have been paid in full. The District will not take any action which will impair or adversely affect its receipt of the Assessment Receipts, as herein pledged, or impair or adversely affect in any manner the pledge of the Assessment Receipts made herein or the rights of the Note Holder.

**SECTION 2.08. BOOKS AND RECORDS**. The District will keep proper books of record and account in which full, true and correct entries in accordance with GAAP. All financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with GAAP applied on a consistent basis, as in effect from time to time, applied in a manner consistent with that used in preparing the financial statements.

**SECTION 2.09. VISITATION AND INSPECTION**. To the extent permitted by law, the District will permit any person designated by the Note Holder (at the expense of the Note Holder, unless and until a Default or Event of Default has occurred, at which time such expenses shall be borne by the District) to visit any of the offices of the District to examine the books and financial records (except books and financial records the examination of which by the Note Holder is prohibited by law or by attorney or client privilege), including minutes of meetings of any relevant governmental committees or agencies, and make copies thereof or extracts therefrom, and to discuss the affairs, finances and accounts of the District with their principal officials, all at such reasonable times and as often as the Note Holder may reasonably request.

**SECTION 2.10. PAYMENT OF EXPENSES.** The District shall pay the following: (a) upon demand for all reasonable out-of-pocket expenses (including reasonable attorneys' and paralegals' fees and legal expenses) incurred by the Note Holder in connection with the negotiation of any amendment or restructuring, whether or not consummated, of this Agreement, the Note or documents related thereto made at the request of the District, and (b) in the event of the occurrence of any Event of Default, the Note Holder shall be entitled to recover from the District, whether suit be brought or not, all reasonable costs, expenses and reasonable attorneys' fees and paralegals' fees

incurred by the Note Holder in connection therewith, including those on appeal or in administrative or bankruptcy proceedings.

**SECTION 2.11. SOVEREIGN IMMUNITY**. To the extent authorized by applicable law, the District agrees to waive sovereign immunity from suit and liability for the purposes of adjudicating a claim to enforce its duties and obligations under this Agreement and the Note or for damages for a breach of any of the foregoing, except to the extent that any such proceeding seeks enforcement based on tort or similar claim and in such case such defense is only available to the extent set forth under Florida Statutes, Section 768.28 or other similarly applicable provisions of law.

**SECTION 2.12. LIMITATION ON LONG-TERM DEBT.** The District agrees that it will not incur any indebtedness (as such term is defined for financial accounting purposes) secured by the Pledged Revenues without the prior written consent of the Note Holder.

## **ARTICLE III**

## DESCRIPTION OF NOTE; PAYMENT TERMS; OPTIONAL PREPAYMENT

**SECTION 3.01. DESCRIPTION OF THE NOTE.** (a) The District hereby authorizes the issuance and delivery of the Note to the Note Holder which Note shall be in an amount equal to FOUR MILLION DOLLARS (\$4,000,000) and shall be designated as the "Greater Naples Fire Rescue District Revenue Note, Series 2021." The text of the Note shall be substantially in the form attached hereto as Exhibit A, with such omissions, insertions and variations as may be necessary and desirable to reflect the particular terms of the Note. The provisions of the form of the Note are hereby incorporated in this Agreement.

(b) The Note shall be dated the date of its delivery. The Note shall be executed in the name of the District by the manual signature of the chairman or the commissioner designated in the Resolution and attested by the manual signature of the Secretary. In case any one or more of the officers, who shall have signed the Note, shall cease to be such officer of the District before the Note so signed shall have been actually delivered, such Note may nevertheless be delivered as herein provided and may be issued as if the person who signed such Note had not ceased to hold such office.

(c) The Note shall bear interest from its date of issuance at the Interest Rate (calculated on the basis of a 360 day year and the actual number of days elapsed) as the same may be adjusted pursuant to Section 3.03 hereof. Principal and interest on the Note shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2021 as any amount under the Note remains outstanding, with a final payment due on the Maturity Date. The aggregate quarterly principal and interest payments shall be in substantially equal amounts determined on approximately a level debt service basis and shall be set forth in the Note.

(d) All payments of principal of and interest on the Note shall be payable in any coin or currency of the United States which, at the time of payment, is legal tender for the payment of public and private debts and shall be made to the Note Holder (i) in immediately available funds,

and (ii) by delivering to the Note Holder no later than the applicable Payment Date a wire transfer or in such other manner as the District and the Note Holder shall agree upon in writing. If any Payment Date is not a Business Day, the corresponding payment shall be due on the next succeeding Business Day with the same force and effect as if made on the nominal date of payment. The District shall maintain books and records with respect to the identity of the holders of the Note, including a complete and accurate record of any assignment of this Agreement and the Note as provided in Section 3.01(f).

(e) The District shall pay the fees of the Note Holder's legal counsel in the amount of \$20,500, plus costs.

The Note Holder's right, title and interest in and to this Agreement, the Note and (f)any amounts payable by the District hereunder may be assigned and reassigned in whole only without the necessity of obtaining the consent of the District; provided, that any such assignment, transfer or conveyance shall be made only to an entity which is a "qualified institutional buyer" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, and is purchasing this Agreement and the Note for its own account with no present intention to resell or distribute this Agreement and the Note, subject to each investor's right at any time to dispose of or assign this Agreement and the Note as it determines to be in its best interests. No assignment, transfer or conveyance permitted by this Section 3.01(f) shall be effective until the District shall have received a written notice of assignment that discloses the name and address of such assignee. If the Note Holder notifies the District of its intent to assign and sell its right, title and interest in and to this Agreement and the Note as herein provided, the District agrees that it shall execute and deliver to the assignor Note Holder a notice and acknowledgement of assignment in form and substance satisfactory to the assignor Note Holder within 10 Business Days after its receipt of such request.

**SECTION 3.02. OPTIONAL PREPAYMENT.** (a) The Note may be prepaid at any time prior to the Maturity Date, at the option of the District, from any moneys legally available therefor, upon notice as provided herein, in whole or in part, by paying to the Note Holder the principal amount to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment, without premium.

Prepayments in part shall not affect the quarterly debt service payments due on the Note, but shall be credited in inverse order of scheduled amortization.

(b) Any prepayment of the Note shall be made on such date as shall be specified by the District in a notice delivered to the Note Holder not less than 3 days prior thereto specifying the principal amount of the Note to be prepaid (which shall be the total principal amount to be outstanding on the prepayment date) and the date that shall be the date of such prepayment. Notice having been given as aforesaid, the amount of the outstanding principal of the Note shall become due and payable on the date of prepayment stated in such notice, together with interest accrued and unpaid to the date of prepayment on the principal amount to be prepaid on the Note, together with interest to the date of prepayment on such principal amount, shall have been paid to the Note Holder as above provided, then from and after the date of prepayment, interest on such prepaid principal amount of the Note shall cease to accrue. If said money shall not have been so paid on

the date of prepayment, such principal amount of the Note shall continue to bear interest until payment thereof at the then applicable Interest Rate.

ADJUSTMENT TO INTEREST RATE. In the event of a SECTION 3.03. Determination of Taxability, the Interest Rate on the Note shall be immediately increased to such rate as shall provide the Note Holder with the same rate of return that the Note Holder would have otherwise received on the Note taking into account the increased taxable income of the Note Holder of the Note as a result of such Determination of Taxability (the "Adjusted Rate"); provided, however, such Adjusted Rate shall never exceed the maximum rate allowable by law. Immediately upon a Determination of Taxability, the District agrees to pay to the Note Holder, the Additional Amount. "Additional Amount" means (i) the difference between (A) interest on the Note for the period commencing on the date on which the interest on the Note (or portion thereof) is deemed to have lost its tax-exempt status and ending on the effective date of the adjustment of the Interest Rate to the Adjusted Rate (the "Prior Taxable Period") at a rate per annum equal to the Adjusted Rate and (B) the aggregate amount of interest paid on the Note during the Prior Taxable Period at the Interest Rate applicable to the Note prior to the adjustment to the Adjusted Rate, plus (ii) any penalties, fines, fees, costs and interest paid or payable by the Note Holder to the Internal Revenue Service by reason of such Determination of Taxability.

If the Note ceases to be a "qualified tax exempt obligation" within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code ("Loss of Bank Qualified Status") the interest on the Note will increase, from the effective date of such Loss of Bank Qualified Status, to the taxable equivalent rate per annum.

**SECTION 3.04. IMPACT FEE RECEIPTS FUND.** The District hereby creates and establishes a special fund to be known as the "Greater Naples Fire Rescue District Revenue Note, Series 2021 Impact Fee Receipts Fund" (the "Impact Fee Receipts Fund"). All Assessment Receipts received by the District shall immediately be deposited in the Impact Fee Receipts Fund and applied as provided herein.

Moneys in the Impact Fee Receipts Fund shall be kept separate and apart from all other funds and accounts of the District, and the funds on deposit therein shall be withdrawn, used and applied by the District in the following order of priority (i) to the payment of interest due on, or the payment or prepayment of principal of the Note, (ii) all other debt obligations with a pari-passu lien (such other debt shall only be issued upon the written consent of the Note Holder), and (iii) for any lawful purpose which Assessment Receipts may be utilized. All such funds shall be and constitute trust funds for such purposes, and there is hereby created a lien upon such funds in favor of the Note Holder (and such other pari-passu liens approved in writing by the Note Holder) until such funds are applied as herein provided. Any funds on deposit in the Impact Fee Receipts Fund that, in the opinion of the District, are not immediately necessary for expenditure, as hereinabove provided, may be invested and reinvested in Permitted Investments which shall mature or be redeemable at not less than par on or before the dates on which such funds are estimated to be needed. All income derived from investment of funds in the Impact Fee Receipts Fund shall be deposited therein and shall be used to as provided in the foregoing paragraph. Moneys in the Impact Fee Receipts Fund shall be secured at all times in the manner prescribed by the laws of the State relating to the securing of public funds.

## **ARTICLE IV**

## **CONDITIONS FOR ISSUANCE OF THE NOTE**

**SECTION 4.01. CONDITIONS FOR ISSUANCE.** In connection with the issuance of the Note, the Note Holder shall not be obligated to purchase the Note pursuant to this Agreement unless at or prior to the issuance thereof the District delivers to the Note Holder the following items in form and substance acceptable to the Note Holder:

(a) A fully executed Tax Certificate;

(b) A copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service;

(c) An opinion of counsel to the District, in form and substance acceptable to the Note Holder;

(d) An opinion of Note Counsel addressed to the Note Holder to the effect that (A) this Agreement and the Note have been duly authorized, executed and delivered by the District and each is an enforceable obligation against the District in accordance with its terms (enforceability of it may be subject to standard bankruptcy exceptions and the like), (B) interest on the Note shall be excludable from gross income for federal income tax purposes, and (C) the Note is a "qualified tax-exempt obligation" for purposes of the Code in accordance with Section 265(b)(3)(B) thereof; and

(e) Such additional certificates, instruments and other documents as the Note Holder or Note Counsel may deem necessary or appropriate.

**SECTION 4.02. BANK QUALIFIED.** The District hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The District and any subordinate entities of the District and any issuer of "tax-exempt" debt that issues "on behalf of" the District do not reasonably expect during the calendar year 2021 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity Notes as defined in Section 141(a) of the Code (other than qualified 501(c)(3) Notes as defined in Section 145 of the Code).

## **ARTICLE V**

#### **EVENTS OF DEFAULT; REMEDIES**

**SECTION 5.01. EVENTS OF DEFAULT.** An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The District shall fail to make timely payment of principal or interest when due with respect to the Note or any other amounts due hereunder when due; or

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(b) Any statement, representation or warranty made in writing by the District in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or

(c) The District shall default in the performance of or compliance with any term or covenant contained in this Agreement or the Note, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with in this Section 5.01, which default or non-compliance shall continue and not be cured within thirty (30) days after the earlier of (i) the date written notice specifying such failure and requesting that it be remedied, is given to the District by the Note Holder or (ii) the date the District was required to give notice of the event or condition to the Note Holder pursuant to Section 5.03 hereof, unless the Note Holder shall agree in writing to an extension of such time prior to its expiration; or

(d) If the District shall be in default in the payment of principal or interest (giving effect to any applicable grace periods) of any obligation under any other agreement evidencing or securing any other indebtedness of the District to the Note Holder (1) for a period of fifteen (15) days after receipt of written notice from the Note Holder, or (2) that shall have resulted in the acceleration of such other indebtedness by the Note Holder; or

(e) If the validity or enforceability of this Agreement or the Note shall be contested by the District; or if the District shall deny that it has any or further liability or obligations hereunder or thereunder; or

(f) The District admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(g) The District is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the District, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

(h) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

Notwithstanding the provisions of clause (b) above or anything to the contrary in Section 6.02 below, a default of any of the covenants contained in Section 2.03 hereof shall not be an "Event of Default" hereunder and the sole remedy of the Note Holder shall be an adjustment of the interest rate on the Note to the Taxable Rate (as defined in the Note) to the extent and in the manner described in the Note.

## SECTION 5.02. REMEDIES.

Upon the occurrence and during the continuance of any Event of Default, the Note Holder may take one or more of the following actions at any time and from time to time (regardless of whether the actions are taken at the same or different times):

(a) by written notice to the District, increase the interest rate on the Note to the Default Rate (as defined in the Note);

(b) by written notice to the District, declare the outstanding amount of the Note to be immediately due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived;

(c) cure any Default, Event of Default or event of nonperformance hereunder or under any Loan Document; *provided, however*, that the Note Holder shall have no obligation to effect such a cure; and

(d) exercise, or cause to be exercised, any and all remedies as it may have hereunder or under the Note and as otherwise available at Law and at equity.

Nothing in this Section shall be construed to prohibit the District from taking any action, to the extent permitted by applicable law, to remedy any Event of Default.

## SECTION 5.03. NOTICE OF DEFAULTS.

The District shall within five (5) Business Days after it acquires knowledge thereof, notify the Note Holder in writing at its notice address as provided herein (a) of any change in any material fact or circumstance represented or warranted by the District in this Agreement or in connection with the issuance of the Note, (b) upon the happening, occurrence, or existence of any Event of Default, and (c) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Note Holder, with such written notice, a detailed statement by a responsible officer of the District of all relevant facts and the action being taken or proposed to be taken by the District with respect thereto. Regardless of the date of receipt of such notice by the Note Holder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

## **ARTICLE VI**

## **MISCELLANEOUS**

**SECTION 6.01. AMENDMENTS, CHANGES OR MODIFICATIONS TO THE AGREEMENT.** This Agreement shall not be amended, changed or modified without the prior written consent of the Note Holder and the District.

**SECTION 6.02. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof

of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**SECTION 6.03. SEVERABILITY.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

**SECTION 6.04. TERM OF AGREEMENT.** This Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Note is outstanding.

**SECTION 6.05. NOTICES.** Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered personally or sent registered or certified mail, postage prepaid, to the Greater Naples Fire Rescue District, 14575 Collier Boulevard, Naples, FL 34119, Attention: Deputy Director/Administration and Finance, and to the Note Holder, First Horizon TE1, LLC, 500 West Madison, Suite 1705, Chicago, Illinois 60661, or at such other address as shall be furnished in writing by any such party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail.

**SECTION 6.06. NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the benefit of the District and the Note Holder and their respective successors and assigns, and there shall be no third-party beneficiary with respect thereto.

**SECTION 6.07. APPLICABLE LAW.** The substantive laws of the State of Florida shall govern this Agreement.

**SECTION 6.08. WAIVER OF JURY TRIAL.** EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT.

**SECTION 6.09. INCORPORATION BY REFERENCE.** All of the terms and obligations of the Resolution are hereby incorporated herein by reference as if said Resolution was fully set forth in this Agreement and the Note.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

## GREATER NAPLES FIRE RESCUE DISTRICT

By:\_\_\_\_\_

Kevin Gerrity Chairman

ATTEST:

By:\_\_\_\_

Secretary

## FIRST HORIZON TE1, LLC

By:\_\_\_\_

Senior Vice President

#### **EXHIBIT A**

\$4,000,000

## UNITED STATES OF AMERICA STATE OF FLORIDA GREATER NAPLES FIRE RESCUE DISTRICT REVENUE NOTE

Interest		Final
Rate	Date of Issuance	Maturity Date
2.125%	April 22, 2021	June 1, 2031
(subject to adjustment		
as provided herein)		

**KNOW ALL MEN BY THESE PRESENTS**, that Greater Naples Fire Rescue District (the "District"), for value received, hereby promises to pay, solely from the Pledged Revenues described in the within mentioned Agreement, to the order of FIRST HORIZON TE1, LLC, or its successors or assigns (the "Note Holder"), the principal sum of FOUR MILLION DOLLARS (\$4,000,000) pursuant to that certain Loan Agreement by and between the Note Holder and the District, dated as of April 22, 2021 (the "Agreement"), and to pay principal and interest on such the outstanding principal amount hereof from the Date of Issuance set forth above, or from the most recent date to which interest has been paid, at the Interest Rate per annum (calculated on the basis of a 360 day year and the actual number of days elapsed) identified above (subject to adjustment as provided in the Agreement) on March 1, June 1, September 1 and December 1 of each year, commencing on June 1, 2021, so long as any amount under this Note remains outstanding, with a final payment on the Maturity Date identified above. The repayment schedule for this Note is set forth in definitive form on Appendix I attached hereto. The principal and interest on this Note is payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

This Note is issued under the authority of and in full compliance with the Constitution and statutes of the State of Florida, including, particularly, Chapters 189 and 191, Florida Statutes, Laws of Florida, Chapter 2014-240, Special Acts of 2014 and Resolution No. 2021-03 duly adopted by the District on April 13, 2021 (the "Resolution"), as such Resolution may be amended and supplemented from time to time, and is subject to all terms and conditions of the Resolution and the Agreement. Any capitalized term used in this Note and not otherwise defined shall have the meaning ascribed to such term in the Agreement.

This Note is being issued to finance the acquisition of industrial land parcels and to pay the costs of issuance of this Note. This Note is payable from the Pledged Revenues of the District in the manner and to the extent provided and described in the Agreement.

This Note shall bear interest at the Interest Rate identified above on the basis of a 360 day year and the actual number of days elapsed. Such Interest Rate is subject to adjustment as provided in Section 3.03 of the Agreement. The Note Holder shall provide to the District upon request such documentation to evidence the amount of interest due with respect to the Series 2021 Note upon any such adjustment.

A-1 April 13, 2021 BOFC Mtg Notwithstanding any provision in this Note to the contrary, in no event shall the interest contracted for, charged or received in connection with this Note (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of interest allowed under the State of Florida as presently in effect.

All payments made by the District hereon shall apply first to fees, costs, late charges and accrued interest, and then to the principal amount then due on this Note, or shall be applied as otherwise determined by the Note Holder with written notice to the District.

This Note may be prepaid prior to its Maturity Date identified above, at the option of the District, from any moneys legally available therefor, upon notice as provided herein, in whole or in part, by paying to the Note Holder the principal amount to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment, without penalty or premium. Prepayments in part shall not affect the quarterly debt service payments due hereunder, but shall be credited to the last debt service payments due hereunder.

Any prepayment of this Note shall be made on such date as shall be specified by the District in a notice delivered to the Note Holder not less than 3 days prior thereto specifying the principal amount of this Note to be prepaid (which shall be the total aggregate principal amount to be outstanding on such prepayment date) and the date that shall be the date of such prepayment, all in accordance with the provisions of the Agreement. All of the prepayment provisions contained in Section 3.02 of the Agreement shall apply with respect to this Note.

This Note, when delivered by the District pursuant to the terms of the Agreement and the Resolution, shall not be or constitute an indebtedness of the District or of the State of Florida, within the meaning of any constitutional, statutory or charter limitations of indebtedness, but shall be payable from the Pledged Revenues of the District, in the manner and to the extent provided in the Agreement and the Resolution. The Note Holder shall never have the right to compel the exercise of the ad valorem taxing power of the District or the State, or taxation in any form of any property therein to pay the Note or the interest thereon.

This Note shall be and have all the qualities and incidents of a negotiable instrument under the commercial laws and the Uniform Commercial Code of the State of Florida, subject to the immediately succeeding paragraph and any provisions for registration and transfer contained in the Agreement. So long as any of this Note shall remain outstanding, the District shall maintain and keep books for the registration and transfer of this Note.

The Note Holder's right, title and interest in and to this Note and any amounts payable by the District hereunder may be assigned and reassigned in whole only without the necessity of obtaining the consent of the District; *provided*, that any such assignment, transfer or conveyance shall be made only to an entity which is a *"qualified institutional buyer"* as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, and is purchasing this Note for its own account with no present intention to resell or distribute this Note, subject to each investor's right at any time to dispose of or assign the Note as it determines to be in its best interests. No assignment, transfer or conveyance permitted by the Resolution shall be effective until the

District shall have received a written notice of assignment that discloses the name and address of such assignee.

**IN WITNESS WHEREOF**, the District caused this Note to be signed by the manual signature of the Chairman and attested by the manual signature of the Secretary and this Note to be dated the Date of Issuance set forth above.

## GREATER NAPLES FIRE RESCUE DISTRICT

By:\_\_\_\_

Kevin Gerrity Chairman

ATTEST:

By:\_\_\_\_\_

Secretary

Appendix I

## **Greater Naples Fire Rescue District**

2021 Loan

## Sources & Uses

Dated 04/27/2021 | Delivered 04/27/2021

#### Sources Of Funds

Par Amount of Bonds

#### **Total Sources**

#### Uses Of Funds

Deposit to Project Construction Fund

#### **Total Uses**

12021 0

2021 Loan | SINGLE PURPOSE | 4/ 9/2021 | 11:42 AM

Wye River Group, Incorporated Independent Financial Advisors

## April 13, 2021 BOFC Mtg

\$4,000,000.00

\$4,000,000.00

4,000,000.00

\$4,000,000.00

## **Debt Service Schedule**

Part 1 of 3

Total P+I	Interest	Coupon	Principal	Date
	-	-	_	05/01/2021
42,027.78	8,027.78	2.125%	34,000.00	06/01/2021
	-,	-	-	07/01/2021
	-	-	-	08/01/2021
110,069.38	21,069.38	2.125%	89,000.00	09/01/2021
110,009.50	£1,009.50	2.125%	÷	10/01/2021
	_			11/01/2021
110,596.56	20,596.56	2.125%	90,000.00	12/01/2021
110,590.50	20,090.00	2.125%	-	01/01/2022
	_		-	02/01/2022
110,118.44	20,118.44	2.125%	90,000.00	03/01/2022
110,110.44	20,110.44	2.125%		04/01/2022
	-	-	_	05/01/2022
110 640 21	19,640.31	2.125%	91,000.00	06/01/2022
110,640.31	19,040.51	2.12570	-	07/01/2022
-	-	-		08/01/2022
110 157 99	19,156.88	2.125%	91,000.00	09/01/2022
110,156.88	19,150.88	2.125%	71,000.00	10/01/2022
	-	2.12570		11/01/2022
-	19 672 44	2.125%	92,000.00	12/01/2022
110,673.44	18,673.44	2.125%	92,000.00	01/01/2023
-	-	2.12376	-	02/01/2023
-	-	2.125%	92,000.00	03/01/2023
110,184.69	18,184.69		92,000.00	04/01/2023
	-	2.125%		05/01/2023
-	17 605 04	2.125%	93,000.00	06/01/2023
110,695.94	17,695.94	2.12570	93,000.00	07/01/2023
-	-	-	-	08/01/2023
-	-	2.1259/	93,000.00	09/01/2023
110,201.88	17,201.88	2.125%	93,000.00	10/01/2023
		2.125%	-	11/01/2023
-	-	-	-	12/01/2023
110,707.81	16,707.81	2.125%	94,000.00	01/01/2024
-	-	2.125%	-	02/01/2024
-	-	-	-	
110,208.44	16,208.44	2.125%	94,000.00	03/01/2024
••••••••••••••••••••••••••••••••••••••		2.125%		04/01/2024
-	-	-	-	05/01/2024
110,709.06	15,709.06	2.125%	95,000.00	06/01/2024
-	-	-	-	07/01/2024
-	-	-	-	08/01/2024
110,204.38	15,204.38	2.125%	95,000.00	09/01/2024
-	-	2.125%		10/01/2024
-	-	-	-	11/01/2024
110,699.69	14,699.69	2.125%	96,000.00	12/01/2024
-	-	2.125%	-	01/01/2025
	<u> </u>	-		02/01/2025

2021 Loan | SINGLE PURPOSE | 4/ 9/2021 | 11:42 AM

Wye River Group, Incorporated Independent Financial Advisors

## **Debt Service Schedule**

Part 2 of 3

Total P+	Interest	Coupon	Principal	Date
110,189.69	14,189.69	2.125%	96,000.00	03/01/2025
	-	2.125%	· _	04/01/2025
	-	-	-	05/01/2025
110,679.69	13,679.69	2.125%	97,000.00	06/01/2025
	· _	-	-	07/01/2025
	-	-	-	08/01/2025
110,164.3	13,164.38	2.125%	97,000.00	09/01/2025
	-	2.125%	· _	10/01/2025
	-	-	-	11/01/2025
110,649.00	12,649.06	2.125%	98,000.00	12/01/2025
	-	2.125%	-	01/01/2026
	-	-	-	02/01/2026
110,128.44	12,128.44	2.125%	98,000.00	03/01/2026
	-	2.125%	· _	04/01/2026
	-	_		05/01/2026
110,607.8	11,607.81	2.125%	99,000.00	06/01/2026
	-	-	-	07/01/2026
	-	-	-	08/01/2026
110,081.8	11,081.88	2.125%	99,000.00	09/01/2026
	-	2.125%	-	10/01/2026
	_		-	11/01/2026
110,555.9	10,555.94	2.125%	100,000.00	12/01/2026
	-	2.125%		01/01/2027
	-	-	-	02/01/2027
110,024.6	10,024.69	2.125%	100,000.00	03/01/2027
	-	2.125%	-	04/01/2027
	-	-	-	05/01/2027
110,493.4	9,493.44	2.125%	101,000.00	06/01/2027
	-	-	· _	07/01/2027
	-	-	-	08/01/2027
109,956.8	8,956.88	2.125%	101,000.00	09/01/2027
	-	2.125%	-	10/01/2027
	-	-	_	11/01/2027
110,420.3	8,420.31	2.125%	102,000.00	12/01/2027
	-	2.125%	-	01/01/2028
	-	-	-	02/01/2028
109,878.4	7,878.44	2.125%	102,000.00	03/01/2028
	-	2.125%	-	04/01/2028
	-	_	-	05/01/2028
110,336.5	7,336.56	2.125%	103,000.00	06/01/2028
	-	-	-	07/01/2028
	-	-	-	08/01/2028
109,789.3	6,789.38	2.125%	103,000.00	09/01/2028
	-	2.125%	-	10/01/2028
	-			11/01/2028
110,242.1	6,242.19	2.125%	104,000.00	12/01/2028

2021 Loan | SINGLE PURPOSE | 4/ 9/2021 | 11:42 AM

## Wye River Group, Incorporated Independent Financial Advisors

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## **Debt Service Schedule**

Part 3 of 3

Total P+	Interest	Coupon	Principal	Date
	-	2.125%	-	01/01/2029
	<b>-</b> .	-	-	02/01/2029
110,689.69	5,689.69	2.125%	105,000.00	03/01/2029
,	- -	2.125%	-	04/01/2029
	-	-	-	05/01/2029
110,131.88	5,131.88	2.125%	105,000.00	06/01/2029
, , ,	-	-	-	07/01/2029
	-	-	-	08/01/2029
110,574.06	4,574.06	2.125%	106,000.00	09/01/2029
	· -	2.125%	-	10/01/2029
	-	-	_	11/01/2029
110,010.94	4,010.94	2.125%	106,000.00	12/01/2029
· · · · ·	- -	2.125%	-	01/01/2030
	-	-	-	02/01/2030
110,447.81	3,447.81	2.125%	107,000.00	03/01/2030
· · · ·	· -	2.125%	-	04/01/2030
•	-	-	-	05/01/2030
109,879.38	2,879.38	2.125%	107,000.00	06/01/2030
	- -	-	-	07/01/2030
		-	-	08/01/2030
110,310.94	2,310.94	2.125%	108,000.00	09/01/2030
	-	2.125%	-	10/01/2030
	-	-	-	11/01/2030
109,737.19	1,737.19	2.125%	108,000.00	12/01/2030
· .	-	2.125%	-	01/01/2031
	-	-	-	02/01/2031
110,163.44	1,163.44	2.125%	109,000.00	03/01/2031
-	· _	2.125%	-	04/01/2031
-		-	-	05/01/2031
110,584.38	584.38	2.125%	110,000.00	06/01/2031
\$4,454,623.17	\$454,623.17	-	\$4,000,000.00	Total

## Yield Statistics

Bond Year Dollars	\$21,394.03
Average Life	5.349 Years
Average Coupon	2.1250004%
Net Interest Cost (NIC)	2.1250004%
True Interest Cost (TIC)	2.1307118%
Bond Yield for Arbitrage Purposes	2.1307118%
All Inclusive Cost (AIC)	2.1307118%
IRS Form 8038	
Net Interest Cost	2.1250004%
Weighted Average Maturity	5.349 Years

2021 Loan | SINGLE PURPOSE | 4/ 9/2021 | 11:42 AM

## Wye River Group, Incorporated Independent Financial Advisors

## Proof of Bond Yield @ 2.1307118%

Present Cumulative Date Cashflow **PV Factor** Value P۷ 04/27/2021 1.000000x --06/01/2021 42,027.78 0.9980003x 41,943.74 41,943,74 09/01/2021 110,069.38 0.9927263x 109,268.77 151,212.50 12/01/2021 110,596.56 0.9874801x 109,211.91 260,424.41 03/01/2022 110,118.44 0.9822617x 108,165.13 368,589.54 06/01/2022 110,640.31 0.9770708x 108,103.42 476,692.96 09/01/2022 110,156.88 0.9719074x 107,062.29 583,755.25 12/01/2022 110,673.44 0.9667713x 106,995.90 690,751.15 03/01/2023 110.184.69 0.9616623x 105,960.46 796,711.61 06/01/2023 110.695.94 0.9565803x 105,889.56 902,601.17 09/01/2023 110,201.88 0.9515252x 104,859.86 1,007,461.03 12/01/2023 110,707.81 0.9464967x 104,784.58 1,112,245.62 03/01/2024 110,208.44 0.9414949x 103,760.68 1,216,006.30 06/01/2024 110,709.06 0.9365195x 103,681.19 1.319.687.49 09/01/2024 110,204.38 0.9315704x 102,663.13 1,422,350.63 12/01/2024 110,699.69 0.9266474x 102,579.58 1,524,930.20 03/01/2025 110,189.69 0.9217504x 101,567.40 1,626,497.60 06/01/2025 110,679.69 0.9168794x 101,479.92 1,727,977.52 09/01/2025 110,164.38 0.9120340x 100,473.66 1,828,451.19 12/01/2025 110,649.06 0.9072143x 100,382.41 1,928,833.60 03/01/2026 110,128.44 0.9024200x 99,382.11 2,028,215.71 06/01/2026 110,607.81 0.8976511x 99,287.22 2,127,502.93 09/01/2026 110,081.88 0.8929074x 98,292.93 2,225,795.86 12/01/2026 110,555.94 0.8881888x <u>98,194.</u>54 2,323,990.40 03/01/2027 110,024.69 0.8834950x 97,206.27 2,421,196.67 06/01/2027 110,493.44 0.8788261x 97,104.52 2,518,301.19 09/01/2027 109,956.88 0.8741819x 96,122.31 2,614,423.50 12/01/2027 110,420.31 0.8695622x 96.017.33 2,710,440.83 03/01/2028 109,878.44 0.8649669x 95,041.22 2.805.482.05 06/01/2028 110,336.56 0.8603959x 94,933.13 2,900,415.17 09/01/2028 109,789.38 0.8558491x 93,963.14 2,994,378.31 12/01/2028 110,242.19 0.8513263x93,852.07 3,088,230.38 03/01/2029 110.689.69 0.8468273x 93,735.06 3,181,965.44 06/01/2029 110,131.88 0.8423522x 92,769.83 3,274,735.27 09/01/2029 110,574.06 0.8379007x 92,650.09 3,367,385.36 12/01/2029 110,010.94 0.8334728x 91,691.12 3,459,076.48 03/01/2030 110,447.81 0.8290682x 91,568.77 3,550,645.25 06/01/2030 109,879.38 0.8246869x 90,616.09 3,641,261.33 09/01/2030 110,310.94 0.8203288x 90,491.24 3,731,752.57 12/01/2030 109,737.19 0.8159937x 89,544.85 3,821,297.42 03/01/2031 110,163.44 0.8116815x 89,417.62 3,910,715.05 06/01/2031 110,584.38 0.8073921x 89,284.95 4,000,000.00 Total \$4,454,623.17 \$4,000.000.00

2021 Loan | SINGLE PURPOSE | 4/ 9/2021 | 11:42 AM

Wye River Group, Incorporated Independent Financial Advisors

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Part 1 of 2

## **Greater Naples Fire Rescue District**

2021 Loan

## Proof of Bond Yield @ 2.1307118%

Part 2 of 2

\$4,000,000.00

\$4,000,000.00

#### **Derivation Of Target Amount**

Par Amount of Bonds

Original Issue Proceeds

2021 Loan | SINGLE PURPOSE | 4/ 9/2021 | 11:42 AM

Wye River Group, Incorporated Independent Financial Advisors

## **Derivation Of Form 8038 Yield Statistics**

Part 1 of 2

Maturity	lssuance Value	Coupon	Price	lssuance Price	Evponent	Dand Vasas
	Value	Coupon	FIICE	Frice	Exponent	Bond Years
04/27/2021	-	-	+	-	-	-
06/01/2021	34,000.00	2.125%	100.000%	34,000.00	0.0944444x	3,211.11
09/01/2021	89,000.00	2.125%	100.000%	89,000.00	0.3444444x	30,655.56
12/01/2021	90,000.00	2.125%	100.000%	90,000.00	0.5944444x	53,500.00
03/01/2022	90,000.00	2.125%	100.000%	90,000.00	0.8444444x	76,000.00
06/01/2022	91,000.00	2.125%	100.000%	91,000.00	1.0944444x	99,594.44
09/01/2022	91,000.00	2.125%	100.000%	91,000.00	1.344444x	122,344.44
12/01/2022	92,000.00	2.125%	100.000%	92,000.00	1.5944444x	146,688.89
03/01/2023	92,000.00	2.125%	100.000%	92,000.00	1.844444x	169,688.89
06/01/2023	93,000.00	2.125%	100.000%	93,000.00	2.0944444x	194,783.33
09/01/2023	93,000.00	2.125%	100.000%	93,000.00	2.3444444x	218,033.33
12/01/2023	94,000.00	2.125%	100.000%	94,000.00	2.5944444x	243,877.78
03/01/2024	94,000.00	2.125%	100.000%	94,000.00	2.844444x	267,377.78
06/01/2024	95,000.00	2.125%	100.000%	95,000.00	3.0944444x	293,972.22
09/01/2024	95,000.00	2.125%	100.000%	95,000.00	3.344444x	317,722.22
12/01/2024	96,000.00	2.125%	100.000%	96,000.00	3.5944444x	345,066.67
03/01/2025	96,000.00	2.125%	100.000%	96,000.00	3.8444444x	369,066.67
06/01/2025	97,000.00	2.125%	100.000%	97,000.00	4.0944444x	397,161.11
09/01/2025	97,000.00	2.125%	100.000%	97,000.00	4.344444x	421,411.11
12/01/2025	98,000.00	2.125%	100.000%	98,000.00	4.5944444x	450,255.56
03/01/2026	98,000.00	2.125%	100.000%	98,000.00	4.8444444x	474,755.56
06/01/2026	99,000.00	2.125%	100.000%	99,000.00	5.0944444x	504,350.00
09/01/2026	99,000.00	2.125%	100.000%	99,000.00	5.3444444x	529,100.00
12/01/2026	100,000.00	2.125%	100.000%	100,000.00	5.5944444x	559,444.44
03/01/2027	100,000.00	2.125%	100.000%	100,000.00	5.844444x	584,444.44
06/01/2027	101,000.00	2.125%	100.000%	101,000.00	6.0944444x	615,538.89
09/01/2027	101,000.00	2.125%	100.000%	101,000.00	6.3444444x	640,788.89
12/01/2027	102,000.00	2.125%	100.000%	102,000.00	6.5944444x	672,633.33
03/01/2028	102,000.00	2.125%	100.000%	102,000.00	6.8444444x	698,133.33
06/01/2028	103,000.00	2.125%	100.000%	103,000.00	7.0944444x	730,727.78
09/01/2028	103,000.00	2.125%	100.000%	103,000.00	7.3444444x	756,477.78
12/01/2028	104,000.00	2.125%	100.000%	104,000.00	7.5944444x	789,822.22
03/01/2029	105,000,00	2.125%	100.000%	105,000.00	7.8444444x	823,666.67
06/01/2029	105,000.00	2.125%	100.000%	105,000.00	8.0944444x	849,916.67
09/01/2029	106,000.00	2.125%	100.000%	106,000.00	8.3444444x	884,511.11
12/01/2029	106,000.00	2.125%	100.000%	106,000.00	8.5944444x	911,011.11
03/01/2030	107,000.00	2.125%	100.000%	107,000.00	8.8444444x	946,355.56
06/01/2030	107,000.00	2.125%	100.000%	107,000.00	9.0944444x	973,105.56
09/01/2030	108,000.00	2.125%	100.000%	108,000.00	9.3444444x	1,009,200.00
12/01/2030	108,000.00	2.125%	100.000%	108,000.00	9.5944444x 9.5944444x	1,036,200.00
03/01/2031	109,000.00	2.125%	100.000%	109,000.00	9.3944444x 9.8444444x	
06/01/2031	110,000.00	2.125%	100.000%	110,000.00	9.8444444x	1,073,044.44
Total	\$4,000,000.00	-	*	\$4,000,000.00	-	\$21,394,027.78

2021 Loan | SINGLE PURPOSE | 4/ 9/2021 | 11:42 AM

Wye River Group, Incorporated Independent Financial Advisors

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April 13, 2021 BOFC Mtg

## **Derivation Of Form 8038 Yield Statistics**

Part 2 of 2

#### **Description of Bonds**

Final Maturity Date	6/01/2031
Issue price of entire issue	4,000,000.00
Stated Redemption at Maturity	4,000,000.00
Weighted Average Maturity = Bond Years/Issue Price	5.349 Years
Bond Yield for Arbitrage Purposes	2.1307118%

#### Uses of Proceeds of Issue

Proceeds used for accrued interest	-
Proceeds used for bond issuance costs (including underwriters' discount)	-
Proceeds used for credit enhancement	
Proceeds allocated to reasonably required reserve or replacement fund	-

2021 Loan | SINGLE PURPOSE | 4/ 9/2021 | 11:42 AM

Wye River Group, Incorporated Independent Financial Advisors

## CERTIFICATE AS TO PUBLIC MEETINGS AND NO CONFLICT OF INTEREST

## COUNTY OF COLLIER

## STATE OF FLORIDA

Each of the undersigned members of the Board of Fire Commissioners (the "Governing Body") of the Greater Naples Fire Rescue District (the "Issuer"), recognizing that First Horizon TE1, LLC, as the purchaser of the Issuer's Revenue Note, Series 2021 (the "Note"), will have purchased said Note in reliance upon this certificate, HEREBY CERTIFIES that:

(1) He or she has not, meeting together with any other member or members of the Governing Body other than at public meetings of the Governing Body, reached any conclusion as to the actions taken by the Governing Body with regard to the Note, the security therefor or the application of the proceeds therefrom, or any other material matters in regard to the Note;

(2) He or she does not have or hold any employment with any business entity which is purchasing the Note from the Issuer or any contractual relationship with such business entity that would constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of the 13th day of April, 2021.

Kevin Gerrity, Chairman

David Stedman, Vice Chairman

Al Duffy

Nick Biondo

Charlie Cottiers

#81144739\_v2 170817-2



## GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS Action Item Worksheet

## **NEW BUSINESS**

Agenda Item:	III. A.
Subject:	Administrative Handbook/Command Structure
<b>Meeting Date:</b>	April 13, 2021
<b>Prepared By:</b>	J. Nolan Sapp, Fire Chief

## Background

At the March BOFC meeting, Staff was directed to review and update the Administrative Handbook and bring non-bargaining salaries in line with the Local 2396 Collective Bargaining Agreement. As the newly appointed Fire Chief, I have carefully evaluated the current command structure, job descriptions, administrative handbook, and pay scales and I am presenting the following for Board of Fire Commissioner approval.

- 1. New Command Structure and Organizational Chart
- 2. New/Revised Job Descriptions for the following positions:
  - a. Fire Chief
  - b. Deputy Chief
  - c. Assistant Chief
  - d. District Chief
  - e. Chief of Staff
- 3. Revised Administrative Handbook (effective 5/31/21)

## **Funding Source/Financial Impact**

Non-Bargaining Salaries (Exempt & Non Exempt) **Budget FY 20-21-** \$2,489,657 Non-Bargaining Salaries (Exempt & Non-Exempt) **Proposed-** \$2,314,172.33

## **Recommendation**

In an effort to improve the organizational performance of the District, it is recommended the Board approve the proposed command structure/organizational chart, job descriptions for the positions of Fire Chief, Deputy Chief, Assistant Chief, District Chief, Chief of Staff, and the revised Administrative Employee Handbook including Appendix A Salaries.

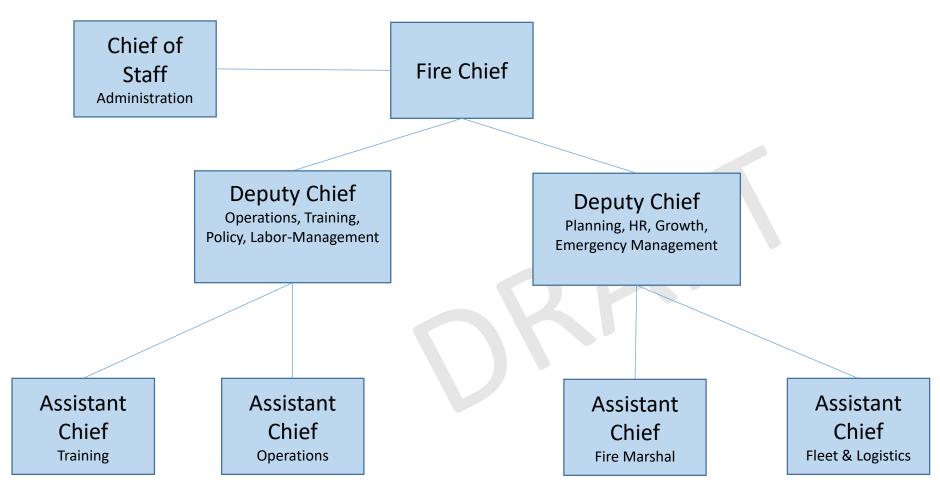
## **Potential Motion**

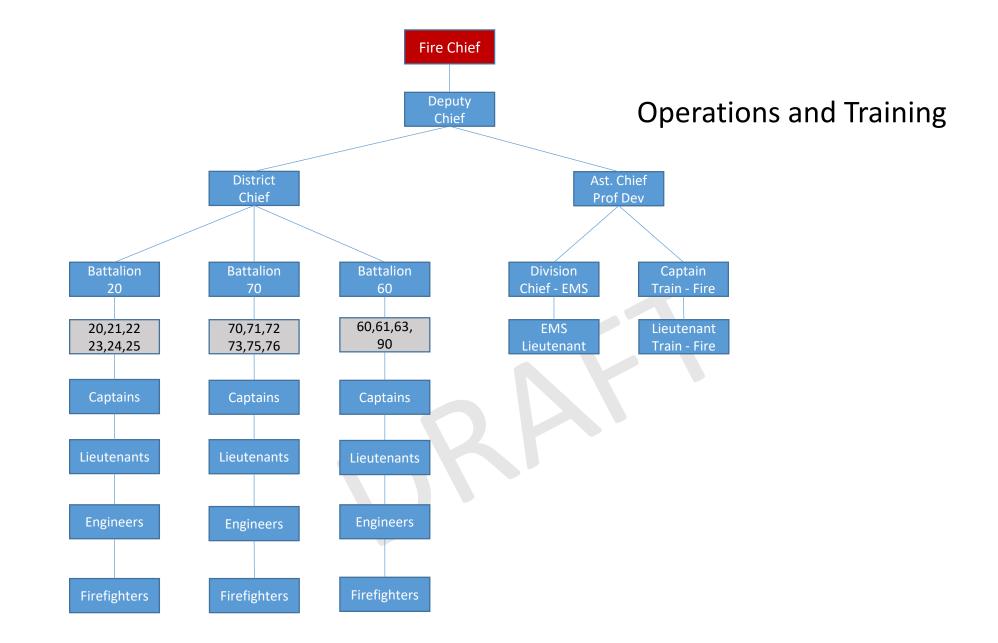
I move to approve the proposed command structure/organizational chart, job descriptions for the positions of Fire Chief, Deputy Chief, Assistant Chief, District Chief, Chief of Staff, and the revised Administrative Employee Handbook including Appendix A Salaries.

# GREATER NAPLES FIRE RESCUE DISTRICT

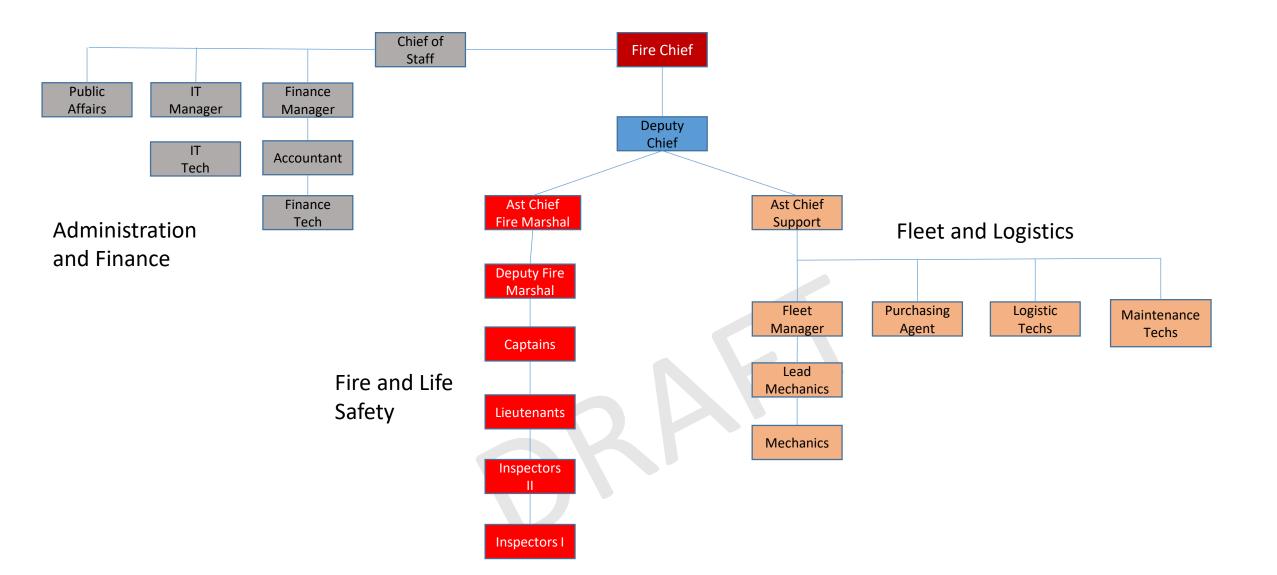
SENIOR COMMAND TEAM AND ORGANIZATIONAL STRUCTURE

## **GREATER NAPLES COMMAND STRUCTURE**





April 13, 2021 BOFC Mtg



## GREATER NAPLES FIRE RESCUE DISTRICT FIRE CHIEF

District Rank: Fire Chief Direct Report: Board of Commissioners FLSA Consideration: Exempt Approved: J. Nolan Sapp, Fire Chief Date:

## I. Chief Assignment:

The Fire Chief serves as the senior management executive responsible for the effective and efficient implementation of the District' mission, ethics, and values as set by the Board of Commissioners. The Fire Chief is responsible for the District's Strategy and Objectives in delivering services to the community.

## II. General Description:

The Fire Chief is the senior managerial professional involved in the development, organization, direction, and administration of all District programs. Responsibilities include:

- Planning, coordinating, and managing all District programs;
- Performing community and public relations activities;
- Preparing the District budget for the Board of Commissioner approval;
- Administering the Board approved budget effectively and efficiently;
- The determinate in hiring, deploying, assigning, supervising, directing, counseling, and disciplining, personnel under their command;
- Acting in the absence of the Board of Commissioners during a State of Emergency;
- Enforcing District policies, working within the Administrative Handbook and Union Contract confines;
- Communicating effectively in written, verbal, and social media formats.

The Fire Chief's work is performed under the general direction of the Board of Commissioners. It requires independent judgment in decision-making, delegation, initiative, and leadership in coordinating daily operations, short and long-term planning.

## III. Hours of Work:

Typically, a forty (40) hour workweek is assigned. However, the employee can be recalled from off-duty when urgent emergencies arise or directed by the Board of Commissioners. Under the Board of Commissioner's direction, work is reviewed through conferences, staff meetings, and reports submitted.

The position is considered exempt under the provisions of the Fair Labor Standards Act (FLSA) and is provided benefits and incentives according to the individual agreement with the Board of Commissioners.

## IV. Nature of Work:

The following duties are normal for this position. The omission of specific statements of duties does not exclude them from the classification if the work is similar, related or a logical assignment for this classification. Other duties may be required and assigned.

- Responsible for supervision and command of the District, all personnel, all functions, all legal and policy directives. Responsible for the ethical considerations of the District, which include: honesty, integrity, and character of the District's Command Staff.
- Takes command at fire and emergency scenes that warrant his/her presence and directs operations.
- Responsible for program planning activities; delegates responsibility to assign resource components, monitors and coordinates activities to ensure successful performance and achievement objectives.
- Responsible for the development and implementation of District policy, rules and regulations, guidelines, memos, techniques, and directives of the District.
- Acts as the official liaison for the District to other fire districts, departments, organizations, city and county government and federal agencies. The position is the lead in all public affairs and governmental relationships.
- Reviews reports of subordinate command officers and staff, makes recommendations, and directs apportioned action for approval or disapproval of reports.
- Responsible for the managing fiscal accountability and health for all District programs and overall budget.
- Responsible for the final selection for all personnel hired or promoted.
- Responsible for final determination in disciplinary actions involving suspension, demotion, last chance agreements, and termination. Responsible to follow the legal responsibilities of due process and fair dealings under any agreement approved by the Board of Commissioners.
- Has the authority to require employees to remain on duty and, or require the response of any or all off-duty personnel to major emergency incidents, or natural disasters.
- Makes available all necessary information for subordinate officers to operate effectively and efficiently to support the District's goals and objectives. Makes available information necessary for safe and effective command of District incidents.
- Analyzes and evaluates District reports and statistics to ascertain trends, patterns and needs; reallocates personnel and resources to meet changing District needs.
- Responsible for the design, planning, and construction of new District facilities.
- Remains knowledgeable of laws and regulations relating to Special Fire Districts through education and use of experts.

- In the event a vacancy, or the elimination, of a Chief Officer position, assumes or delegates responsibility and authority to remaining Chief Officers as directed.
- Reports to the Board of Commissioners concerning District activities and operations.

### V. Illustrative Tasks:

- Reviews evaluations of officers and subordinates of his command.
- Disciplines all members of the organization under his command, including termination.
- Interviews candidates for hiring and promotion.
- Advises and consults with Chief Officers on matters relating to District activities; maintains liaison between the Board of Commissioners and Chief Officers.
- Performs, compiles reports, researches, and directs special projects, and other job-related duties and tasks as assigned by the Board of Commissioners.
- Attends and participates in seminars, conferences and training to increase personal development in advances in emergency operations, leadership, medical and fire service delivery, and growth management techniques.
- Responsible for the preparation, administration, and presentation of the annual budget.
- Briefs personnel in changes to District policy and procedures.
- Formulates, promulgates, establishes, and implements District practices, rules and regulations, policy and procedure, techniques and directives to improve organizational efficiency.
- Maintains and enforces rules and procedures for their command and under their command.
- Represents the District at various civic, community, or governmental meetings.
- Prepares agenda items and supporting documents for Board of Commission meetings.
- Awards commendations to members of his/her command.
- Issues orders, directives, memos, general orders and alike to all subordinate personnel. The chain-of-command flows through subordinates and delineation of responsibilities from the position of Fire Chief.
- Responsible for the preparation and process of collective bargaining negotiations and for the administration and application of the labor agreement.
- The Fire Chief is the lead purchasing agent for the District, and all other purchases are under his direction or delegation.

### VI. Physical Requirements:

The Fire Chief is subject to annual physical evaluation.

### VII. Supervisory Responsibilities:

The Fire Chief oversees all employees of the District, responsible for interviewing, hiring, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

The Fire Chief handles discipline and termination of employees in accordance with all applicable State laws and District policies.

### VIII. Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to demonstrate each essential duty satisfactorily. The following descriptions are representative of the knowledge, skill, and/or ability required.

- Possess knowledge of federal, state, local law, county ordinances, and Fire District governing documents.
- Demonstrate the ability to handle highly confidential information, in both written and verbal format.
- Demonstrate the ability to exercise sound judgment in stressful situations.
- Demonstrate the ability to promote a positive morale among personnel.
- Demonstrate the ability to delegate workload equally and perform his/her share without intervention of superiors.
- Possess the skill and demonstrate the ability to work cooperatively with others, build consensus, and achieve organizational goals.
- Demonstrate the ability to effectively present information to employees, members of the management team, public groups and/or the Board of Fire Commissioners.
- Demonstrate effective verbal and written communication skills and maintain the ability to address individual or group needs while meeting the goals of the greater organization.
- Excellent interpersonal and negotiation skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to adapt to the needs of the organization and employees.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough knowledge of employment-related laws and regulations.

### IX. Requirements:

The requirement of knowledge, skills, and abilities through education, training and experience are set by the District at the time of the opening and consistent with fire service standards and District expectations.

### X. Employment:

Greater Naples Fire-Rescue District is an Equal Opportunity Employer. In compliance with the Americans with Disability Act (ADA), the Fire District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

# GREATER NAPLES FIRE RESCUE DISTRICT EXECUTIVE OFFICER

**District Rank: Deputy Chief** 

Direct Report: Fire Chief

FLSA Consideration: Exempt

Approved: J. Nolan Sapp, Fire Chief

Date:

### I. Chief Assignment:

The Deputy Chief serves as the District's Executive Officer and serves as the second-incommand of the District only to the Fire Chief. The Executive Officer reports to the Fire Chief and oversees operational, managerial, and support functions of the District.

The Fire Chief makes the final determination in the role and responsibilities in all subordinate positions under the approved Board of Commissioners Organizational Chart and representative positions that encompass the District.

### II. General Description:

The Executive Officer exercises direction and control of the District, often through subordinates within the District's operational, management, and support functions that may be subdivided by "Branch," "Section," "Division," "Function," "Unit," "Company," etc. and the personnel and rank structure assigned within those organizational structures. The Executive Officer is responsible for the effective and efficient utilization of programs, equipment, and personnel in performing fire rescue, life safety, logistical, training and development, administrative, and support work. The Executive Officer's work is performed with considerable independence within the job description parameters and District policies, procedures, and other governing documents. The Executive Officer position is a position of a property interest in continued employment within the District and is subject to the Florida "Firefighter Bill of Rights" and due process for just cause employment considerations.

### III. Hours of Work:

Typically, a forty (40) hour workweek is assigned. However, the employee can be recalled from off-duty when urgent emergencies arise or directed by the Fire Chief. Under the Fire Chief's direction, work is reviewed through conferences, staff meetings, and reports submitted.

The position is considered exempt under the provisions of the Fair Labor Standards Act (FLSA) and is provided benefits and incentives according to the Districts Administrative Handbook.

### IV. Nature of Work:

The Executive Officer will plan, lead, direct, develop, and coordinate the District's policies, activities, and staff, ensuring legal compliance and implementing the District's mission. The Executive Officer acts in the absence of the Fire Chief as the District's interim authority.

The Executive Officer participates in developing the District's Strategic Plan, Operating Tactics and Objectives encompassing all areas of the District, and the subordinate officers and personnel accomplishing those directives. The Executive Officer prepares and presents decision papers, opposing views, briefing materials, functional and educational correspondence, and classes, provides solutions, and implements recommendations and solutions on behalf of the Fire Chief.

The Executive Officer gathers, interprets, disseminates, formulates, promulgates, and implements policies, procedures, guidelines, and directives to subordinate personnel in all fields of District operations and support functions. The Executive Officer can be found operating in the area, in the office, neighboring agencies, or remote locations that support the District meeting community expectations of service.

The Executive Officer oversees that personnel working in a certain class perform effectively and efficiently, consistent with the District's performance standards and expectations. In all areas of operation, administration, and support functions of the District, the Executive Officer will exercise independent judgment in meeting community expectations, subject only to the review of the Fire Chief.

The Fire Chief can direct the Executive Officer to be the lead negotiator for labor relations, exercising authority on behalf of the Fire Chief to issue grievance resolves, negotiate materials, conduct labor-management relations, issue opinions to the union on behalf of the District, schedules public meetings and proceedings, etc..; all of which are subject to the review and signature of the Fire Chief.

### V. Illustrative Tasks:

- Develops and implements policies, processes, and strategies related to District success, recruiting and retention of personnel, hiring and firing of personnel, conducts meetings as necessary, communicates with all personnel, oversees all departments, divisions, functions, etc... to that aim; seeks legal and professional advice as necessary, and communicates directly to the Fire Chief.
- Monitors, records, and submits reports and recommendations as needed to properly inform the Fire Chief.
- Responds when needed to emergent situations to assist other staff members and the Fire District.
- Observes activities of personnel, analyze performance, conduct critiques of employees' performance and provide relevant information to the Fire Chief.
- Coordinates with partnering fire and emergency services and other governmental or public/private agencies and jurisdictions to develop and maintain organizational strategies.

- Oversees and coordinates assigned day-to-day staff activities of the Fire District to assure a consistent high-quality service delivery; meets regularly with supervisory and management personnel, and the Fire Chief to recognize, evaluate and solve operational, management or personnel difficulties.
- Promotes a professional and harmonious, goal-oriented attitude within the Fire District. Resolves conditions which impair this achievement; investigates complaints, and takes appropriate action.
- Monitors Fire District needs and recommends to the Fire Chief and modifies as necessary Fire District practices when necessary.
- Participates in the selection, testing, training, promotion, safety, discipline, placement, and appraisal of Fire District personnel.
- Monitors and ensures the organization's compliance with federal, state, and local employment laws and regulations, and recommended best practices; reviews and modifies policies and practices to maintain compliance.
- Maintains knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent management, and employment law; applies this knowledge to communicate changes in policy, practice, and resources to upper management.
- Carries out all District directives given by the Fire Chief that are legally compliant and in the best interest of the District and the personnel thereunder.
- Develops, prepares, and executes the budget as approved by the District, for all areas of responsibility; reviews, and approves expenditures of funds in a prudent and responsible manner; prepares recommendations for specifications of new equipment.
- Serves as lead negotiator for the District in collective bargaining matters, as directed by the Fire Chief and in conformity with standards, procedures, and legal agreements of the District.
- Communicates with Fire Chief as necessary to promote programs, training, strategies, and other terms and conditions of employment related to the organization and its members.
- Performs other job-related duties as required.

### VI. Physical Requirements:

The Executive Officer may be subject to special risks involving physical activities and hazards during response to, and operations at emergency scenes. The person in this position must be sufficiently fit to perform job duties that are associated with the position. Specific requirements include the physical ability to work while wearing personal protective equipment, including respirators and self-contained breathing apparatus. The Executive Officer must be "Fit for Duty" as determined by a medical provider.

### VII. Supervisory Responsibilities:

- Oversees all employees, with the exception of the Fire Chief, responsible for interviewing, hiring, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.
- Handles discipline and termination of employees in accordance with all applicable State laws and District policies.

### VIII. Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to demonstrate each essential duty satisfactorily. The following descriptions are representative of the knowledge, skill, and/or ability required.

- Possess knowledge of federal, state, local law, county ordinances, and Fire District governing documents.
- Demonstrate the ability to handle highly confidential information, in both written and verbal format.
- Demonstrate the ability to exercise sound judgment in stressful situations.
- Demonstrate the ability to promote a positive morale among personnel.
- Demonstrate the ability to delegate workload equally and perform his/her share without intervention of superiors.
- Possess the skill and demonstrate the ability to work cooperatively with others, build consensus, and achieve organizational goals.
- Demonstrate the ability to effectively present information to the Fire Chief, members of the management team, public groups and/or the Board of Fire Commissioners.
- Demonstrate effective verbal and written communication skills and maintain the ability to address individual or group needs while meeting the goals of the greater organization.
- Excellent interpersonal and negotiation skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to adapt to the needs of the organization and employees.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough knowledge of employment-related laws and regulations.

### IX. Requirements:

The requirement of knowledge, skills, and abilities through education, training and experience are set by the District at the time of the opening and consistent with fire service standards and District expectations.

### X. Employment:

Greater Naples Fire-Rescue District is an Equal Opportunity Employer. In compliance with the Americans with Disability Act (ADA), the Fire District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

### GREATER NAPLES FIRE RESCUE DISTRICT ASSISTANT CHIEF

District Rank: Assistant Chief

**Direct Report: Deputy Chief** 

**FLSA Consideration: Exempt** 

Approved: J. Nolan Sapp, Fire Chief

Date:

### I. Chief Assignment:

The Assistant Chief serves as a manager in charge of a Section of the District's Organizational Branches. These sections include, but limited to, Operations, Fleet and Logistics, Training and Professional Development, and Life Safety and Prevention. The Assistant Chief is third-in-command only to the Fire Chief and Deputy Chief.

The Fire Chief makes the final determination in the role and responsibilities in all subordinate positions under the approved Board of Commissioners Organizational Chart and representative positions that encompass the District.

### II. General Description:

The Assistant Chief is a multifaceted position requiring supervisory and administrative work in commanding and coordinating any number of Section(s) activities by overseeing the dayto-day operations through direct management of programs and supervision of subordinate personnel. Work involves responsibility for the direction of the assigned Section. An employee in this class is responsible for the effective and efficient utilization of programs, equipment, and personnel in performing fire rescue, life safety, logistical, training, administrative, and support work. Work is performed with considerable independence within established policies and procedures. The Assistant Chief position is a position of a property interest in continued employment within the District and is subject to the Florida "Firefighter Bill of Rights" and due process for just cause employment considerations.

### III. Hours of Work:

Typically, a forty (40) hour workweek is assigned. However, the employee can be recalled from off-duty when urgent emergencies arise or directed by the Fire Chief. Under the Fire Chief's direction, work is reviewed through conferences, staff meetings, and reports submitted.

The position is considered exempt under the provisions of the Fair Labor Standards Act (FLSA) and is provided benefits and incentives according to the Districts Administrative Handbook.

### IV. Nature of Work:

The Assistant Chief assists the Fire Chief and Deputy Chief in planning, organizing, and directing District operational functions. Responsible for performing executive-level activities and may act in this capacity in the absence of the Fire Chief or designee as assigned. Participates in developing the District's planning objectives encompassing various activities, including Financial, Logistical, Operational, Planning, Life Safety, and Professional Development, and recommends alternative strategies for achieving them. Projects may be sensitive or controversial, may not have valuable precedents; and may have divergent and conflicting views. Prepares and presents decision papers, briefing materials, correspondence, and recommendations. Develops fully coordinated and communicated plans, policies, procedures, and systems that support achieving adopted objectives in a fiscally responsible and effective manner.

Directs and coordinates operational activities of subordinate personnel in the District. This individual regularly works in an office setting, in the field, and in remote locations throughout the District and community.

The Assistant Chief is responsible for performing various organizational planning assignments of considerable difficulty relating to planning, organizing, supervising, and participating in operational, administrative, managerial, personal investigations and discipline, policies and procedural development, and collective bargaining. An essential aspect of working in this class is ensuring that personnel activities are accomplished in conformance with District policies and procedures, collective bargaining agreements, local and state law, and other pertinent rules and regulations. Considerable initiative and independent judgment are required in establishing programs and procedures for the areas of assignment.

### V. Illustrative Tasks:

- Develops and implements policies, processes, and strategies related to District success, recruiting and retention of personnel, hiring and firing of personnel, conducts meetings as necessary, communicates with personnel, oversees all of the operations to that aim; seeks legal and professional advice as necessary, and communicates directly to the Fire Chief and Deputy Chief.
- Monitors, records, and submits reports and recommendations as needed to inform the Fire Chief and Deputy Chief properly.
- Responds when needed to emergent situations to assist other staff members and the Fire District.
- Observes personnel's activities, analyzes performance, conducts critiques of employees' performance, and provides relevant information to the Fire Chief and Deputy Chief.
- Coordinates with partnering fire and emergency services and other governmental or public/private agencies and jurisdictions to develop and maintain organizational strategies.

- Oversees and coordinates assigned day-to-day operational activities of the Fire District to assure a consistently high-quality service delivery; meets regularly with supervisory and management personnel and the Fire Chief and Deputy Chief to recognize, evaluate and solve operationally the management or personnel difficulties.
- Promotes a professional and harmonious, goal-oriented attitude within the Fire District. Resolves conditions that impair this achievement; investigates complaints and takes appropriate action.
- Monitors Fire District needs and recommends to the Fire Chief and Deputy Chief and modifies as necessary Fire District practices when necessary.
- Participates in selecting, testing, training, promotion, safety, discipline, placement, and appraisal of Fire District personnel.
- Monitors and ensures the organization's compliance with federal, state, and local employment laws and regulations and recommended best practices; reviews and modifies policies and procedures to maintain compliance.
- Maintains knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent management, and employment law; applies this knowledge to communicate policy changes, training, and help to upper management.
- Carries out all District directives given by the Fire Chief and Deputy Chief legally compliant and in the District's best interest and the personnel thereunder.
- Develops, prepares, and executes the budget as approved by the District for all areas of responsibility; reviews and approves expenditures of funds prudently and responsibly; prepares recommendations for new equipment specifications.
- Serves as lead negotiator for the District in collective bargaining matters, as directed by the Fire Chief and in conformity with standards, procedures, and legal agreements of the District.
- Communicates with elected officials to promote programs, training, strategies, and other terms and employment conditions related to the organization and its members.
- Performs other job-related duties as required.

### VI. Physical Requirements:

The District Chief may be subject to special risks involving physical activities and hazards during response to, and operations at emergency scenes. The person in this position must be sufficiently fit to perform job duties that are associated with the position. Specific requirements include the physical ability to work while wearing personal protective equipment, including respirators and self-contained breathing apparatus. The District Chief must be "Fit for Duty" as determined by a medical provider.

### VII. Supervisory Responsibilities:

- Oversees all employees, with the exception of the Fire Chief and Deputy Chief, responsible for interviewing, hiring, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.
- Handles discipline and termination of employees in accordance with all applicable State laws and District policies.

### VIII. Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to demonstrate each essential duty satisfactorily. The following descriptions are representative of the knowledge, skill, and/or ability required.

- Possess knowledge of federal, state, local law, county ordinances, and Fire District governing documents.
- Demonstrate the ability to handle highly confidential information, in both written and verbal format.
- Demonstrate the ability to exercise sound judgment in stressful situations.
- Demonstrate the ability to promote a positive morale among personnel.
- Demonstrate the ability to delegate workload equally and perform his/her share without intervention of superiors.
- Possess the skill and demonstrate the ability to work cooperatively with others, build consensus, and achieve organizational goals.
- Demonstrate the ability to effectively present information to the Fire Chief, members of the management team, public groups and/or the Board of Fire Commissioners.
- Demonstrate effective verbal and written communication skills and maintain the ability to address individual or group needs while meeting the goals of the greater organization.
- Excellent interpersonal and negotiation skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to adapt to the needs of the organization and employees.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough knowledge of employment-related laws and regulations.

### IX. Requirements:

The requirement of knowledge, skills, and abilities through education, training and experience are set by the District at the time of the opening and consistent with fire service standards and District expectations.

### X. Employment:

Greater Naples Fire-Rescue District is an Equal Opportunity Employer. In compliance with the Americans with Disability Act (ADA), the Fire District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

# GREATER NAPLES FIRE RESCUE DISTRICT FIRE-RESCUE DISTRICT CHIEF

District Rank: Assistant Chief

Direct Report: Deputy Chief

**FLSA Consideration: Exempt** 

Approved: J. Nolan Sapp, Fire Chief

Date:

### I. Chief Assignment:

The Fire-Rescue District Chief, or "District Chief," serves as the District's Assistant Chief of Operations and serves as the District's third-in-command only to the Fire Chief and Deputy Chief. The District Chief reports to the Deputy Chief and oversees the Fire-Rescue, Emergency Medical, and Specialized response of the District's Operations.

The Fire Chief makes the final determination in the role and responsibilities in all subordinate positions under the approved Board of Commissioners Organizational Chart and representative positions that encompass the District.

### II. General Description:

The District Chief exercises direction and control of the Operations of the District, often through subordinates within the District's operational, management, and support functions that may be subdivided by "Branch," "Section," "Division," "Function," "Unit," "Company," etc. and the personnel and rank structure assigned within those organizational structures. The District Chief is responsible for the effective and efficient utilization of programs, equipment, and personnel in performing fire rescue, emergency medical, specialized response, and training and development. The District Chief's work is performed with considerable independence within the job description parameters and District policies, procedures, and other governing documents. The District Chief position is a position of a property interest in continued employment within the District and is subject to the Florida "Firefighter Bill of Rights" and due process for just cause employment considerations.

### III. Hours of Work:

Typically, a forty (40) hour workweek is assigned. However, the employee can be recalled from off-duty when urgent emergencies arise or directed by the Fire Chief. Under the Fire Chief's direction, work is reviewed through conferences, staff meetings, and reports submitted.

The position is considered exempt under the provisions of the Fair Labor Standards Act (FLSA) and is provided benefits and incentives according to the Districts Administrative Handbook.

### IV. Nature of Work:

The District Chief will plan, lead, direct, develop, and coordinate the District's policies, activities, and staff, ensuring legal compliance and implementing the District's mission. The District Chief acts in the absence of the Fire Chief and Deputy Chief as the District's interim authority.

The District Chief participates in developing the District's Strategic Plan, Strategy and Tactics, and Objectives of Operations. The District Chief often accomplishes goals through delegation to subordinate officers and personnel accomplishing directives as ordered. The District Chief prepares and presents decision papers, opposing views, briefing materials, functional and educational correspondence, and classes, provides solutions, and implements recommendations and solutions on behalf of the Fire Chief and Deputy Chief.

The District Chief gathers, interprets, disseminates, formulates, promulgates, and implements policies, procedures, guidelines, and directives to subordinate personnel in all fields of District operations. The Assistant Chief can be found operating in the area, in the office, neighboring agencies, or remote locations that support the District meeting community expectations of service.

The District Chief oversees that personnel working in a certain class perform effectively and efficiently, consistent with the District's performance standards and expectations. In all areas of operations of the District, the District Chief will exercise independent judgment in meeting community expectations.

The Fire Chief can direct the District Chief to be the lead negotiator for labor relations, exercising authority on behalf of the Fire Chief to issue grievance resolves, negotiate materials, conduct labor-management relations, issue opinions to the union on behalf of the District, schedules public meetings and proceedings, etc..; all of which are subject to the review and signature of the Fire Chief.

### V. Illustrative Tasks:

- Develops and implements policies, processes, and strategies related to District success, recruiting and retention of personnel, hiring and firing of personnel, conducts meetings as necessary, communicates with all personnel, oversees all of the operations to that aim; seeks legal and professional advice as necessary, and communicates directly to the Fire Chief and Deputy Chief.
- Monitors, records, and submits reports and recommendations as needed to inform the Fire Chief and Deputy Chief properly.
- Responds when needed to emergent situations to assist other staff members and the Fire District.
- Observes personnel's activities, analyzes performance, conducts critiques of employees' performance, and provides relevant information to the Fire Chief and Deputy Chief.

- Coordinates with partnering fire and emergency services and other governmental or public/private agencies and jurisdictions to develop and maintain organizational strategies.
- Oversees and coordinates assigned day-to-day operational activities of the Fire District to assure a consistently high-quality service delivery; meets regularly with supervisory and management personnel and the Fire Chief and Deputy Chief to recognize, evaluate and solve operationally the management or personnel difficulties.
- Promotes a professional and harmonious, goal-oriented attitude within the Fire District. Resolves conditions that impair this achievement; investigates complaints and takes appropriate action.
- Monitors Fire District needs and recommends to the Fire Chief and Deputy Chief and modifies as necessary Fire District practices when necessary.
- Participates in selecting, testing, training, promotion, safety, discipline, placement, and appraisal of Fire District personnel.
- Monitors and ensures the organization's compliance with federal, state, and local employment laws and regulations and recommended best practices; reviews and modifies policies and procedures to maintain compliance.
- Maintains knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent management, and employment law; applies this knowledge to communicate policy changes, training, and help to upper management.
- Carries out all District directives given by the Fire Chief and Deputy Chief legally compliant and in the District's best interest and the personnel thereunder.
- Develops, prepares, and executes the budget as approved by the District for all areas of responsibility; reviews and approves expenditures of funds prudently and responsibly; prepares recommendations for new equipment specifications.
- Serves as lead negotiator for the District in collective bargaining matters, as directed by the Fire Chief and in conformity with standards, procedures, and legal agreements of the District.
- Communicates with elected officials to promote programs, training, strategies, and other terms and employment conditions related to the organization and its members.
- Performs other job-related duties as required.

### VI. Physical Requirements:

The District Chief may be subject to special risks involving physical activities and hazards during response to, and operations at emergency scenes. The person in this position must be sufficiently fit to perform job duties that are associated with the position. Specific requirements include the physical ability to work while wearing personal protective equipment, including respirators and self-contained breathing apparatus. The District Chief must be "Fit for Duty" as determined by a medical provider.

### VII. Supervisory Responsibilities:

- Oversees all employees, with the exception of the Fire Chief and Deputy Chief, responsible for interviewing, hiring, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.
- Handles discipline and termination of employees in accordance with all applicable State laws and District policies.

### VIII. Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to demonstrate each essential duty satisfactorily. The following descriptions are representative of the knowledge, skill, and/or ability required.

- Possess knowledge of federal, state, local law, county ordinances, and Fire District governing documents.
- Demonstrate the ability to handle highly confidential information, in both written and verbal format.
- Demonstrate the ability to exercise sound judgment in stressful situations.
- Demonstrate the ability to promote a positive morale among personnel.
- Demonstrate the ability to delegate workload equally and perform his/her share without intervention of superiors.
- Possess the skill and demonstrate the ability to work cooperatively with others, build consensus, and achieve organizational goals.
- Demonstrate the ability to effectively present information to the Fire Chief, members of the management team, public groups and/or the Board of Fire Commissioners.
- Demonstrate effective verbal and written communication skills and maintain the ability to address individual or group needs while meeting the goals of the greater organization.
- Excellent interpersonal and negotiation skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to adapt to the needs of the organization and employees.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough knowledge of employment-related laws and regulations.

### IX. Requirements:

The requirement of knowledge, skills, and abilities through education, training and experience are set by the District at the time of the opening and consistent with fire service standards and District expectations.

### X. Employment:

Greater Naples Fire-Rescue District is an Equal Opportunity Employer. In compliance with the Americans with Disability Act (ADA), the Fire District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

### GREATER NAPLES FIRE RESCUE DISTRICT CHIEF OF STAFF

**District Rank: Chief of Staff** 

Direct Report: Fire Chief

FLSA Consideration: Exempt

Approved: J. Nolan Sapp, Fire Chief

Date:

### I. Chief Assignment:

The Chief of Staff has the overall responsibility to advise the Fire Chief on the human resource and financial implications of matters such as staffing, compensation, benefits, health and safety, recruitment, and labor relations; ensuring legal compliance while executing the District's mission, vision, and values. The Chief of Staff is the executive-officer for all civilian staff members in all areas, sections, and functions of the District, and reports directly to the Fire Chief.

The Fire Chief makes the final determination in the role and responsibilities in all subordinate positions under the approved Board of Commissioners Organizational Chart and representative positions that encompass the District.

### **II.** General Description:

The Chief of Staff is a multifaceted position requiring managing, supervisory and administrative work in overseeing the administration of District programs, services, policies and other areas of employment as directed by the Fire Chief, including, but not limited to, compensation, benefits, paid time off, disciplinary matters, disputes and investigations, performance evaluations, recognition, morale, and health and safety. The Chief of Staff organizes and prioritizes critical issues and gathers required information for the Fire Chief to facilitate efficient decision making.

### III. Hours of Work:

Typically, a forty (40) hour workweek is assigned. However, the employee can be recalled from off-duty when urgent emergencies arise or directed by the Fire Chief. Under the Fire Chief's direction, work is reviewed through conferences, staff meetings, and reports submitted.

The position is considered exempt under the provisions of the Fair Labor Standards Act (FLSA) and is provided benefits and incentives according to the Districts Administrative Handbook.

### IV. Nature of Work:

The Chief of Staff assists the Fire Chief in planning, organizing, and directing District administrative and financial functions. Participates in developing the District's planning objectives encompassing various activities, including Financial, Logistical, Operational, Planning, Life Safety, and Professional Development, and recommends alternative strategies for achieving them. Projects may be sensitive or controversial, may not have valuable precedents; and may have divergent and conflicting views. Prepares and presents decision papers, briefing materials, correspondence, and recommendations. Develops fully coordinated and communicated plans, policies, procedures, and systems that support achieving adopted objectives in a fiscally responsible and effective manner. Directs and coordinates operational activities of subordinate personnel in the District. This individual regularly works in an office setting, in the field, and in remote locations throughout the District and community.

Responsible for performing various organizational planning assignments of considerable difficulty relating to planning, organizing, supervising, and participating in operational, administrative, managerial, personal investigations and discipline, policies and procedural development, and collective bargaining. An essential aspect of working in this class is ensuring that personnel activities are accomplished in conformance with District policies and procedures, collective bargaining agreements, local and state law, and other pertinent rules and regulations. Considerable initiative and independent judgment are required in establishing programs and procedures for the areas of assignment.

### V. Illustrative Tasks:

- Creates and maintains District and Countywide relationships to support District success.
- Develops and implements policies, processes, and strategies enabling the Fire Chief to focus on larger strategic initiatives.
- Monitors, records, and submits reports and recommendations as needed to inform the Fire Chief.
- Responds when needed to emergent situations to assist other staff members and the Fire District.
- Observes personnel activities, analyze performance, conduct critiques of employees' performance and provide relevant information to the Fire Chief.
- Coordinates with partnering emergency services and other governmental or public/private agencies and jurisdictions to develop and maintain organizational strategies.
- Monitors subordinate personnel to ensure they receive and maintain the highest level of training at all times.
- Oversees and coordinates assigned day-to-day staff activities of the Fire District to ensure a consistent, high-quality service delivery; regularly meets supervisory and management personnel and the Fire Chief.

- Fosters a professional and harmonious, goal-oriented attitude with employees. Resolves conditions that impair this achievement; investigates complaints and takes appropriate action.
- Monitors Fire District needs and recommends modification of Fire District practices when necessary.
- Participates in selecting, testing, training, promotion, safety, discipline, placement, and personnel appraisal.
- Monitors and ensures the organization's compliance with federal, state, and local employment laws and regulations and recommended best practices; reviews and modifies policies and procedures to maintain compliance.
- Maintains knowledge of trends, best practices, regulatory changes, and new technologies in human resources, talent management, and employment law; applies this knowledge to communicate policy changes, training, and help to upper management.
- Carries out directives given by the Fire Chief.
- Performs other job-related duties as required.

### VI. Physical Requirements:

The Chief of Staff is subject to annual physical evaluation.

### VII. Supervisory Responsibilities:

Responsible for interviewing, hiring, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints, and resolving problems.

Ensures adequate training is provided for all personnel.

Handles discipline and employee termination per all applicable State laws and District policies.

### VIII. Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to demonstrate each essential duty satisfactorily. The following descriptions are representative of the knowledge, skill, and/or ability required.

- Possess knowledge of federal, state, local law, county ordinances, and Fire District governing documents.
- Demonstrate the ability to handle highly confidential information, in both written and verbal format.
- Demonstrate the ability to exercise sound judgment in stressful situations.
- Demonstrate the ability to promote a positive morale among personnel.
- Demonstrate the ability to delegate workload equally and perform his/her share without intervention of superiors.
- Possess the skill and demonstrate the ability to work cooperatively with others, build consensus, and achieve organizational goals.

- Demonstrate the ability to effectively present information to the Fire Chief, members of the management team, public groups and/or the Board of Fire Commissioners.
- Demonstrate effective verbal and written communication skills and maintain the ability to address individual or group needs while meeting the goals of the greater organization.
- Excellent interpersonal and negotiation skills.
- Excellent organizational skills and attention to detail.
- Excellent time management skills with a proven ability to meet deadlines.
- Strong analytical and problem-solving skills.
- Strong supervisory and leadership skills.
- Ability to adapt to the needs of the organization and employees.
- Ability to prioritize tasks and to delegate them when appropriate.
- Thorough knowledge of employment-related laws and regulations.

### IX. Requirements:

The requirement of knowledge, skills, and abilities through education, training and experience are set by the District at the time of the opening and consistent with fire service standards and District expectations.

### X. Employment:

Greater Naples Fire-Rescue District is an Equal Opportunity Employer. In compliance with the Americans with Disability Act (ADA), the Fire District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



# Employee Handbook



For the Administrative Employees of the Greater Naples Fire Rescue District

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### SECTION A: GENERAL OPERATING GUIDELINES

### 1. Terms and Conditions

The terms and conditions become effective May 31, 2021, upon ratification by the Board of Commissioners and renew annually October 1, after review by the Fire Chief or designee. All changes will be approved by the Board of Commissioners.

### 2. Non-Discrimination and Equal Employment Opportunity

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at Greater Naples Fire Rescue District (GNFD) where employment is based upon personal capabilities and qualifications without regard to race, color, religion, sex (gender), age, national origin, disability, marital status or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures in connection with, but not limited to, recruitment and hiring, placement, transfer and promotion, demotion, advertising, compensation, benefits, training, layoff or termination, participation in social or recreational functions and all other terms and conditions of employment.

Employees' questions, concerns, or complaints will be addressed by the Fire Chief or designee. Appropriate employment action, including possible disciplinary action, may be taken against any employee willfully violating this section and/or District policy.

### 3. Anti-Harassment

GNFD is committed to providing a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere, which promotes equal employment opportunities and prohibits discriminatory practices, including harassment. The District expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

Sexual harassment is defined as unwelcome verbal comments, gestures, or physical actions of a sexual nature toward another employee of the same or opposite sex; demanding sexual favors, applying subtle pressure for sexual favors or activity, promise of preferential treatment and/or influence over one's career because of sexual favors or activity.

Harassment is further defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, age, national origin, disability or any other characteristic protected by law or that of his/her relatives, friends or associates, or that creates an intimidating, hostile or offensive work environment; unreasonably interferes with an individual's work performance; or otherwise adversely affects an individual's employment opportunities.

This applies to all applicants and employees, and prohibits harassment, discrimination, and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected with our District (e.g., an outside vendor, consultant, or customer). Conduct prohibited by this section and the District and the Discrimination/Harassment Policy is unacceptable in the workplace and in any workrelated setting outside the workplace, such as during business trips, meetings, and workrelated social events. In addition, the District prohibits retaliation against any individual who in good faith reports discrimination or harassment or participates in an investigation of such reports.

The District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they consider contrary to this section and/or District policy or who have concerns about such matters should **immediately** file their complaints or address their concerns with the Fire Chief or designee without regard to the Chain of Command.

Upon receipt of any such complaint, the Fire Chief or designee will promptly investigate the matter and if the claim is substantiated, appropriate corrective action will be taken. Any information provided during an investigation will be treated as confidential as possible.

### 4. Americans with Disabilities Act

GNFD is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the District's duty not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability, history of disability or perceived disability so long as the employee can perform the essential functions of the job with or without reasonable accommodations. The District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made such a request, provided that such accommodation does not constitute an undue hardship on the District.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Fire Chief or designee, as should any job applicant. All inquiries or complaints will be treated as confidential to the extent permissible by law.

### 5. Confidentiality and Public Records

All employees should maintain the highest level of confidentiality when conducting daily business. Employees are required to be familiar with Public Records F.S. Section 119 and the District Policies regarding Public Record Requests and Protected Health Information (PHI).

Employees handling confidential information are responsible for its security. Extreme care must be exercised to ensure that it is safeguarded to protect the District, employees and citizens' privacy. Employees who are unsure about the confidential nature of specific information should ask their supervisor for clarification.

All Public Records requests will be forwarded as outlined in the District Public Records Request policy to the District Records Custodian or designee.

### 6. Personnel Records

As your employer, the District keeps detailed records on all employees in accordance with federal and state regulations. It is each employee's responsibility to keep the District updated on any change in address, phone number, marital status, name, beneficiaries, dependent coverage, number of dependents, alien registration status and employment authorization. All changes are to be submitted via email or in writing to the District's Human Resources. All records will be maintained in a confidential manner.

Employees may inspect their personnel file at any time, by making an appointment with the Human Resources. You are entitled to obtain copies of any document placed in your personnel file. Because the District is a public agency, your personnel file may be inspected by the public at any time. Inspection of these records will be done in accordance with State law and the policy of this District.

### 7. Employee Meetings

Occasionally, throughout your employment, meetings will be held to discuss topics of importance. You will be notified if your attendance is required and/or requested by the Fire Chief or designee.

If attending a required and/or requested meeting extends "hours worked" past the FLSA threshold of 40 hours per week, overtime will be approved for non-exempt employees. Also, employees working past a 10-hour legal workday with be compensated according to FLSA overtime as approved work.

### 8. Employee Orientation

As a new employee, you will be required to attend an Orientation Program. During this program, you will receive an employee handbook and be advised of personnel rules and regulations and District policies. All employees are required to complete the Orientation Program.

### 9. Employee Suggestions

You are encouraged to make suggestions, which increase efficiency, cut costs, promote effective communications, improve service, public relations, working conditions, or safety. Suggestions should be openly discussed with an employee's supervisor.

### 10. Job Descriptions and Pay

A general job description for your job classification is on file and should have been presented during your interview process. Likewise, if changes are made once hired an updated job description will be provided to you. The District reserves the right to change, modify, re-title, re-classify, or eliminate for any reason a job classification within the organization.

This is a summary of the general responsibilities assigned to a specific position, a brief explanation of typical duties, and the required qualifications of training, experience, and education that an individual must have to perform the work. Please remember that you will be asked to perform duties that are not specifically written in your job description. The rapid change of job requirements makes this a necessity. Also, you will be asked to perform other duties as assigned and will be asked to perform duties of other employees during periods of vacation, illness and other work periods.

Employees will be paid bi-weekly an agreed upon salary/hourly wage. The District's preferred payroll method is through Direct Deposit. All employees will be asked to submit the necessary paperwork during orientation.

### 11. Chain of Command Procedures

The District is committed to extending an open door to employees through a Chain of Command. Employees are encouraged to discuss problems, needs, or requests with those in supervisory positions.

This procedure provides that every employee, regardless of position, will have the opportunity to address and hopefully resolve any issues, concerns, or problems that may arise in connection with his or her employment. If problems arise on the job, you should follow the chain of command as outlined below to address your problems.

- STEP 1 When a problem or question arises, you should first see your immediate supervisor.
- STEP 2 If the problem is not resolved, or you do not feel comfortable speaking with your immediate supervisor, talk with a "trusted" supervisor, or with a manger that can address and/or bring the problem or concern forward for consideration and resolve to the Fire Chief or designee.

STEP 3 If you are still not satisfied, you may speak with the Fire Chief or designee. The District is committed to our open-door philosophy, and encourages you to take advantage of it without fear of penalty or retaliation.

Sensitive or personal matters that the employee does not feel comfortable with speaking with a supervisor or manager can bring their concern directly to the Fire Chief, except in situations in which the concern is the Fire Chief himself, then the employee may contact the Chairman of the Board of Fire Commissioners.

### 12. Employee Protections

All employees under this Administrative Handbook having completed their hiring probationary period will be ensured of due process, fair-dealings, progressive discipline, and a burden by the District of clear and convincing evidence in any just cause proceeding in which suspension, demotion, and/or termination are considered. All employees considered for termination will receive a fair and impartial hearing. The District will afford all State and Federal rights of public employment regardless of rank, classification, position, job description, or employment status. Florida Firefighter "Bill of Rights" will apply to all certified firefighter positions, regardless of rank.

### 13. Counseling and Reprimands

Counseling and Reprimands reduced to writing shall be retained in a separate file by the District for the length of employment of the employee. The employee will have the opportunity to review the counseling/reprimand prior to retention and respond to the contents therein within a reasonable period of time, not to exceed 7-business days from the date of issuance.

### **14. Grievance Procedure**

All employees are entitled to grieve determinations of suspension, demotion, and termination by the Fire Chief or designee. Employees shall file an intent to grieve to the Fire Chief or designee in writing stating the aggrieve circumstances, any supporting documents, witnesses, or considerations for the Fire Chief or designee. Employees shall state their intent to grieve within 7-business days from the date of disciplinary determination.

- a) Suspension: When a suspension is issued it shall be reviewed at the request of the employee by the Fire Chief.
- b) Demotion: When a demotion is issued it shall be reviewed at the request of the employee by the Fire Chief.

- c) Termination: When a termination is issued it shall be reviewed at the request of the employee by the Fire Chief.
- d) Counseling and Reprimands: Are not subject to the grievance procedure or review.
- e) Arbitration: Arbitration is a remedy that either the District or the employee may choose to resolve an employment issue related to suspension, demotion, or termination. All costs of the Arbitrator shall be split equally. Each party is responsible for its legal representation.

### **15. Governing Documents**

Employees shall comply with all reasonable, legal, job-related directives and governing documents in their duties. Governing documents include, but not limited to, verbal and written directives and orders, memos and general orders, emails providing direction, and District guidelines and policies.

### 16. Legal Representation

Employees are entitled to legal representation in any District consideration for disciplinary action, or grievance procedure under this agreement brought by the Fire Chief or designee.

### **17. Last Chance Agreement**

In lieu of termination the Fire Chief may at their sole discretion enter into a "Last Chance Agreement". The terms of which are agreed upon between the Fire Chief and the employee.

### 18. Uniforms

Uniforms are provided for those employees who are required to wear uniforms. Uniform requirements vary among job classifications and will be explained during new hire orientation. Additionally, an employee may also refer to District SOG for uniform specifications.

### 19. Employee Organizations

Employees are free to decide whether or not they wish to join an employee organization without fear of threat or penalty.

### 20. Liability

The Employer shall defend and hold harmless the employee for duties the employee may perform on behalf of the District to the extent that said duties are performed in the normal course of employment, within the scope of the employees training and, in the manners, prescribed for the performance of said duties. This hold harmless shall be extended beyond separation from the District providing the employee was acting within the scope of the employee's employment of the District at the time of employment.

### 21. Post-Employment Health Insurance

Regular full-time employees will be eligible for Post-Employment Health Insurance contributions per District Policy.

### 22. Employee Salary Increases

All employee Salary percentage increases shall be equal to those of the Union on the same schedule and rate of increase, except when in the course of employment those increases are greater due to promotion, re-assignment, or at the direction of the Fire Chief. All salary increases outside the aforementioned require final approval by the Board of Commissioners.

### SECTION B: EMPLOYEE BENEFITS

### 1. Employee Classifications

Employees are classified as follows:

**Regular Full-Time** - An employee who has satisfactorily completed the required probationary period and is regularly scheduled to work a typical 40-hour work week.

**Part-Time -** An employee who is regularly scheduled to work less than 30 hours per week. No benefits are implied, accrued, or earned with part-time positions.

**Temporary** - An employee who is hired to do a specific job for a specified period of time. No benefits are implied, accrued, or earned with temporary positions. If a temporary or part-time employee becomes a regular full-time employee, benefit accrual will commence, and a new probationary period must be satisfactorily completed.

### 2. Probationary Period

Your first 18 months of employment is considered a probationary period. During this period your performance on the job, the quality of your work, your attendance, behavior and other factors will be closely observed and evaluated by your supervisor. Probationary employees will receive from the Fire Chief or designee, before the conclusion of the 18-month period, a determination as to continued employment.

If an employee cannot meet the District's expectations at any time during the probationary period, the employee may be released from employment. At the District's discretion, the probationary period may be extended to allow for additional review and for additional improvement to take place. An employee who resigns or is dismissed while in the probationary period will not be paid for any accumulated or accrued sick or vacation leave.

### 3. Employee Base Salary

Employee Salary will be based upon the Appendix of this Handbook.

#### 4. Promotion/Transfer Probationary Period

A Regular Classified Staff employee who is promoted or transferred will serve a 6month probationary period in the new position from the date of the promotion/transfer. In the event the employee does not meet job requirements and/or performance standards during the promotion/transfer probationary period, the

supervisor may issue a Performance Improvement Plan as early in the probationary period as possible that contains the following:

- a) Specific nature of the problem(s), including specific examples.
- b) Corrective action(s) required, including the specific and reasonable standards related to the problem(s).
- c) Failure to remedy the performance behaviors identified in the Performance Improvement Plan may result in extended probation, reassignment, or demotion, in employment, on or before the end of the promotion/transfer probationary period.

### 5. Physicals

Annual Physicals:

High-Risk (Certified FF) employees shall complete the District prescribed annual physical which will be administered by the District chosen vendor at no cost to the employee.

Civilian Employees shall be offered the District chosen vendor physical at no cost to the employee.

### 6. Vacation

Full-Time employees are entitled to paid vacation, which begins accruing upon commencement of employment on the following basis:

Year of service	40 Hour Employee	es
Initial	10-hours per mont	h
Over 5 years	12-hours per mont	h
Over 10 years	16-hours per mont	h
Over 15 years	18-hours per mont	h

Vacation is earned upon the employee's 12-month anniversary date and successful completion of 12-months of the Probationary period, and cannot be used before that time. Vacation time must be accrued before taken.

Requests for vacation time off require prior approval. Vacation leave requests shall be submitted to your immediate supervisor for approval in advance to match the length of time requested.

Monthly accrual rate changes will become effective on the employee's anniversary date.

Unused vacation time will roll over from one year to the next. Once an employee has announced their intent to permanently separate, they may elect to take continuous vacation time (not to exceed two weeks) prior to their retirement date. One may not complete their term of employment on vacation. Each of the above can be modified at the discretion of the Fire Chief.

The District encourages its employees to take a vacation each year. All employees need and deserve a vacation away from work for rest and recuperation. Getting away from the day-to-day responsibilities of your job should allow you to return to work a more relaxed and a more productive employee.

Employees are not permitted to work their vacation for pay or to receive pay in lieu of taking their vacation.

If a holiday falls during a 40-hour employee's scheduled vacation, attendance will be recorded as a Holiday not Vacation.

If an employee voluntarily decides to leave the District after 18-months of service; provided they give two-weeks' notice or if separation is involuntary for reasons other than misconduct, any earned, but unused vacation time will be paid up to the cap of 500 hours. All other accrued time is forfeited.

Probationary employees whose employment is severed during their probationary period will not be paid for accumulated vacation time.

### 7. Personal Days

Shift full-time and Regular full-time employees will be credited personal days on October 1st. Personal days cannot be accumulated year to year and are not payable at separation. Time must be taken in eight or ten-hour increments dependent on the employee's normal work schedule, or as outlined below.

Personal Days for Non-Exempt 40-Hour Employees: 40 hours per year

Personal Days for Exempt 40-Hour Employees: 64 hours per year

#### 8. Sick Leave

Shift Full-Time and Regular Full-Time employees are entitled to paid sick leave, which begins accruing upon commencement of employment on the following basis:

40 Hour Employees accrue at 12-hours per month.

Sick Leave is earned upon the employee's 3-month anniversary date and cannot be used before that time, without approval of the Fire Chief or Designee.

The use of sick time is recorded in attendance as productive time, and will count toward as employees 40-hour threshold for overtime.

Unused sick leave will continue to accumulate each year unless the employee elects to receive pay in-lieu of time off. This election must be made each September by filling out a sick time pay-out form. All employees must maintain a minimum of 80 hours in the sick bank before receiving payouts. The maximum accrued sick hours an employee can be paid out annually is 240 hours.

Upon severing employment with the District, the employee shall be entitled to payment for no more than 320 hours. An employee whose employment is severed for disciplinary action will not be paid for accumulated sick time.

### 9. Holidays

The District recognizes thirteen paid holidays:

New Year's Day Thanksgiving Day Martin Luther King's Day Friday after Thanksgiving President's Day Christmas Eve Columbus Day Christmas Day Memorial Day New Year's Eve Independence Day (Fourth of July) Labor Day Veteran's Day

Employees are entitled to recognized holidays with pay as outlined below. An employee must work or be in pay status before and after the holiday to be eligible for the holiday off with pay. Employees on leave without pay, or on unpaid leave of absence, will not be credited for the holiday or receive any compensation for said holiday. Terminating employees must work a regularly scheduled workday immediately following the holiday to receive pay for said holiday.

For 40-hour employees, if a Holiday falls on a weekend, it will be declared on either side of the weekend at the discretion of the Fire Chief or designee.

Regular Full-Time (Exempt and non-exempt) employees will receive an additional 2hours of their regular rate of pay based upon a standard 40-hour workweek for each District recognized Holiday and compensable in the work period in which the Holiday occurred.

### 10. Bereavement Leave

In the unfortunate event, when an employee is faced with the death of an immediate family member as defined below, an employee may be given up to 48 hours of Bereavement Leave, schedule to be arranged by the employee's immediate supervisor. In extenuating circumstances, Bereavement leave is a separate leave account and is not charged against any other leave. Immediate family is defined as spouse, significant other, domestic partner, mother, father, mother-in-law or father-inlaw, brother, sister, brother-in-law or sister-in-law, children, foster children, stepchildren, grandchildren, grandparents of employee or spouse.

At the discretion of the Fire Chief, consideration of extended family relations may be approved in part or whole. Consideration to extend time not to exceed a total of 72 hours may also be approved at the discretion of the Fire Chief. It is expected that Bereavement Leave will be taken within 30 days unless approved by the Fire Chief.

### 11. Call Back

a) When a non-exempt employee is ordered back to work beyond the employee's scheduled hours of work the employee shall be credited for actual time worked or a minimum of two (2) hours, whichever is greater at their FLSA rate of pay.

### 12. Jury Duty

All employees are entitled to leave if called for jury duty or work-related subpoena to appear as a witness. If you are called to serve, please notify your Supervisor immediately. You will be asked to provide a copy of the jury duty notification or witness subpoena. Any fees paid by the court must be submitted to the District.

Employees will receive regular pay while serving on a jury or appearing for the work-related subpoena.

Employees who appear as a witness, plaintiff, or defendant due to a personal legal proceeding, must use accrued leave for any such absence from work. If accrued leave is not available, the employee may use leave without pay.

### 13. Educational Opportunities

The District highly values education and recognizes it as a means to promote professionalism within the District and to give the fire service the status and recognition it rightly deserves within our community.

Employee's may announce their intent to attend college/university, or seminar courses during the annual budget process, or during the fiscal year prior to the semester start, or course start; requests not identified during the annual budgeting

process may be approved at the discretion of the Fire Chief or designee. Educational requests shall not be unreasonably denied by the District.

The employer agrees to reimburse the cost of tuition, books, and fees for attendance, to an accredited public or private college or university, or field related-seminar or course, for all educational courses related to Under-Graduate, Graduate, or Doctoral degree in the fields of management, business, legal, finance, human resources, or other fields pre-approved by the Fire Chief.

Coursework must be passed with a letter grade of "C" or better to be eligible for reimbursement, or "passing" by the instructional institution. The maximum annual reimbursement amount is \$7,500 per employee per budget cycle.

Employees will be required to reimburse the District for tuition, books and fees if the employee separates within one year of completing coursework. Probationary employees may not participate in the education reimbursement program.

The District may grant paid Educational Leave during normal work hours, not to exceed four hours per week for 40-hour employees, for the purpose of participating in pre-approved college education, or other approved educational opportunities. Shift employees will receive educational hours to cover the period of instruction and reasonable travel for local classes, and will receive full coverage for educational opportunities outside Collier and Lee Counties. Additional education scheduled during normal work hours must be pre-approved by the Fire Chief or designee, and may require the use of accrued vacation or personal time for class attendance.

All Classes must have approval prior to registering and attendance to be eligible for reimbursement, utilizing District policies. Employees may be granted Educational Leave for attendance at professional seminars, conferences, or other such business meetings which may contribute to increasing the employee's effectiveness and knowledge. All such opportunities must have approval prior to registering; complying with the District Policy.

### 14. Educational Incentives

Eligibility shall be based on the employee job description. All incentives are listed as annual amounts. Eligible incentives are included on the employee's bi-weekly paycheck.

The District offers the following educational incentives. All degrees are in their own category.

All:

Associate Degree \$1700 Maximum Includes State Supplement Bachelor Degree \$2500 Maximum Includes State Supplement Master Degree \$3000 Maximum Includes State Supplement

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College degrees incentive paid for the highest degree only.

#### All member certifications:

EFO/National Fire Academy CFO Chief Fire Officer FM Fire Marshal CEMSO Chief EMS Officer CTO Chief Training Officer CPM Certified Public Manager CDM Certified District Manager	\$ 520 \$ 520 \$ 260 \$ 260 \$ 260 \$ 260 \$ 520 \$ 520
Each is added to the other for a maximum of	\$3000
Certified Firefighter Only:	
Fire Investigator (I or II) Only one Paid Public Safety Life Educator Fire Officer (I or II or III or IV) Only one Paid Fire Instructor I Only one Paid Live Burn Instructor (I or II) Only one Paid Live Fire Adjunct (Until Live Burn Instructor) Safety Officer Paramedic Certification	\$ 520 \$ 390 \$ 520 \$ 520 \$ 520 \$ 520 \$ 520 \$ 520 \$ 390 \$ 390 \$ 5,200
Each is added to the other for a maximum of	\$8,000
Administrative Employees Only: Accounting Technology Certificate Business Administration & Management Business Operations Emergency Management Certified Public Manager® program Certificate Accounting Applications Programming Specialist Information Management (network) Web-development Specialist A+ Certification Network + Certification Certified Netware Administrator Human Resource Management SHRM - Certified Professional SHRM- Senior Certified Professional	\$ 625 \$ 600 \$ 450 \$ 600 \$ 750 \$ 450 \$ 600 \$ 600 \$ 450 \$ 600 \$ 450 \$ 600 \$ 450 \$ 600 \$ 450

Accredited College Certification or others as determined by the Fire Chief are at \$25 per credit hour. All courses must be completed with a Certificate.

Each is added to the other for a maximum of \$3000.

#### **Facilities Personnel Only:**

Licensed General Contractor	\$1,000
Licensed Electrical Contractor	\$ 350
Licensed HVAC Contractor	\$ 350
Licensed Plumber	\$ 350

Each is added to the other for a maximum of \$2,000

#### 15. Family Medical Leave of Absence FMLA

Employees who have completed 12 months (which need not be consecutive) of employment and have worked at least 1250 hours in the 12 months preceding commencement of the leave, are entitled to a family and medical leave of absence in accordance with the Family and Medical Leave Act of 1993 (FMLA). Federal Law and District policy should be referenced if FMLA leave is needed.

#### 16. Military Leave

#### VETERANS AFFAIRS

Military Affairs and Related Matters:

Employees shall be afforded all State and Federal protections such as those provided in the (a) Service members' Civil Relief Act (SCRA), Title 50, Appendix U.S.C. ss. 501 et seq., (b) the Uniformed Services Employment and Re-Employment Rights Act (USERRA), Title 38 United States Code, Chapter 43, and (c) and Florida Statute 295, Laws Relating to Veterans.

The District and the affected employee should take the time to review specific subject material in-depth to ensure all rights are preserved.

#### 17. Group Insurance

Group Insurance is available to probationary, shift and regular full-time employees without a waiting period. Group insurance benefits includes Medical, Dental and Vision.

An employee electing District offered group insurance benefits may have an employee contribution deducted from their bi-weekly paycheck as determined by the Board of Fire Commissioners.

New employees, may enroll up to 30 days after hire or must wait for the next open enrollment. An Open Enrollment Window allows you to make changes to your coverage each year.

Changes to your coverage are only allowed outside the open enrollment window if you have a qualified family status change as defined by the IRS. Some examples of family status changes are:

- ✓ Marriage or Divorce
- ✓ Change in Employment status
- ✓ Death of employee or dependent
- ✓ Birth or Adoption of Child
- ✓ Change in Hours Employed by you or your Spouse

Life insurance, short-term and long-term disability insurances are also benefits provided to all probationary and regular full-time employees. Life insurance is provided at the rate of one-time salary up to \$125,000.

Insurance coverage ends on the last day of the month in which you sever employment. For example, if you resign October 10, your coverage ends October 31st at midnight.

#### 18. Retirement/Social Security

As an employee of the District, you are included in the Social Security System. District employees hired before January 1, 1996 are members of the Florida Retirement System. This plan is operated and administered by the State of Florida. The District will pay the mandated state contribution percentage. Retirement benefits are defined by the State of Florida.

Full-time District employees hired between January 1, 1996 and November 4, 2014 will be on one of two retirement plans. If the employee is a certified Florida Firefighter and qualifies for High-Risk retirement by job classification, the employee will be eligible for the Districts Firefighters 175 Pension Plan. Retirement benefits are defined by the plan document. Contribution levels are determined annual by the Plan.

Full-time employee not qualified for High-Risk retirement hired between January 1, 1996 and November 4, 2014 will be eligible for a 401A Profit Sharing retirement plan; managed by an independent retirement company. You will be given a copy of this plan as part of your orientation as well as contribution levels and requirements.

Full-time employees hired after November 4, 2014 will be enrolled in the Florida Retirement System (FRS), unless not eligible for enrollment as determined by FRS. If an employee is determined not eligible for enrollment into FRS the employee will be enrolled in the 401 A Profit-sharing retirement.

#### 19. Deferred Compensation

Full-time employees are eligible to participate in a 457 Deferred Compensation plan. The plan is a tax deferred savings plan for retirement purposes available to employees upon employment. All employees will be eligible for a matching contribution; \$50.00 per pay period to their 457 Deferred Compensation plan. This program is managed by an independent retirement professional.

#### 20. Credit Union

District employees and their families are eligible to join the Suncoast Credit Union.

#### 21. Time Off to Vote

Employees are encouraged to vote before or after working hours. When the polls are open two hours before or two hours after the employee's regularly scheduled workday, it is considered sufficient time for voting. However, should an employee's work not allow sufficient time for voting, you will be allowed the necessary time off with pay for voting. Prior arrangements must be made with your supervisor.

#### SECTION C: EMPLOYEE RESPONSIBILTIES

#### 1. Rules of Conduct and Corrective Action

In order to provide a safe and productive work environment for our employees and to maintain order, the District has established high standards of performance and conduct. Employees are responsible for being familiar with all District Rules and Regulations, Policies, and applicable Standard Operating Guidelines.

Failure to comply can result in disciplinary action to include counseling, written reprimands and warnings, disciplinary probation, suspension, demotion and termination.

#### 2. Separation from Employment

The District hopes that your tenure with our District will be a happy and prosperous one. If you are unhappy with your present job for any reason, please talk to your supervisor and try to resolve the matter. The District does understand, however, that at certain times a change in jobs may be necessary.

In order to leave the District in "good standing", you must have given your supervisor written notice at least two weeks (14 days) in advance of your last work day, have demonstrated satisfactory or better performance, and returned all District property including uniforms, your district identification, keys, etc.

Failure to provide proper notice can affect your eligibility to receive payout for accrued time (vacation/sick) and could influence your chances for future reemployment with the District. Generally, employees who leave without proper notice or "not in good standing" are not eligible for rehire. Even though an employee may voluntarily terminate, the District retains the right to ask the employee to leave earlier than planned.

#### 3. Tardiness and Absenteeism

You are expected to be at work and on time for your scheduled work day. If you cannot report to work as scheduled, you must call/text your immediate supervisor prior to the start of your work day.

You shall notify your Supervisor or designee within one hour of your designated start time each day of absence. Failure to provide this notice may cause denial of sick pay and result in disciplinary action. Illness or hospitalization of more than five consecutive days shall require a doctor's certificate stating the employee may return to work. A doctor's note may be required for each separate instance of absence, repeated absence or extended absences if due to illness.

Punctuality, being at your job on time and ready for work, is part of good attendance and critical to our ability to provide exceptional service. If you are going to be late for your scheduled work day, you must call/text in as soon as you know. Your call/text must include the reason you are running late and your expected time of arrival.

You can receive disciplinary action for unexcused absences and tardiness and for excessive tardiness and absenteeism, even though excused. Three unexcused days absent will result in immediate termination, as the District will assume you have voluntarily abandoned your job.

Your supervisor is the only person authorized to make schedule changes. Failure to return to work following expiration of an approved leave of absence will result in your termination of employment.

#### 4. Telephone Use, Mail and District-issued Equipment

Use of the District's telephone lines should be confined to business phone calls and limited personal use. Placing personal long-distant calls is strictly prohibited from District telephone lines and District owned cellular devices.

In order to avoid adding to the increasing volume of mail, employees should not use the District's address for receiving personal mail. District stationary shall not be used for personal correspondence. To do so could reflect an official District communication.

District-issued property (phones/pagers/radios/computers, etc.) are the responsibility of the employees to which they are issued. They must be kept in the hourly employee's possession while on duty. Employees will be held accountable for lost, stolen or damaged issued property including any insurance deductible that the District would have to pay.

Violation of the above policies is considered misappropriation of District funds and misuse of District property and is grounds for disciplinary action.

#### 5. Political Activity

District employee shall not personally take part in any political campaigns or other political activities during working hours.

#### 6. Computer Use

E-mail and Internet access are provided to enhance District business communication and productivity. The use of these systems should be confined to business- or workrelated communications. Employees utilizing District E-mail, voice mail, telephones and computers should have no expectation of privacy. The District reserves the right to monitor the use of these communications at any time. Communications that contain

sexually or racially offensive comments, jokes or slurs and/or disparagement of coworkers or subordinates are expressly prohibited and shall be grounds for disciplinary action.

Fax machines, copiers, computer software and hardware, cell phones etc. are provided for the express purpose of conducting business for our District. Personal use and benefit should be limited.

#### 7. Professionalism

When representing the District, you are expected to conduct yourself in a professional manner at all times.

Professional conduct includes exhibiting a friendly, cooperative and team-oriented attitude toward co-workers, management and all residents/visitors.

#### 8. Breaks and Meal Periods

The Breaks and meal periods for non-exempt employees shall be included and part of their normal work schedule. All breaks and meal periods are at the employee's discretion, as approved by their supervisor. Supervisors will not unduly deny breaks from employment, the motivating factor being work accomplishment.

#### 9. Cash Handling

Employees who are assigned cash handling responsibilities as a part of their job are required to follow proper procedures as outlined by their supervisor. Failure to follow proper procedure for handling checks, credit cards and cash shall result in disciplinary action up to and including termination. Failure to maintain accurate, proper, and timely accountability and control of deposits will also result in disciplinary action. Altering paperwork, or in any way falsifying District records can result in immediate termination. Using District money for personal reasons is strictly prohibited and would be considered misappropriation of District funds.

#### SECTION D: COMPENSATION

#### 1. Payroll Information

Employees are paid by-weekly (every two weeks), on every other Thursday. There are 26 paydays per year. Payroll payments will be made via Direct Deposit; an enrollment form will be provided at hiring.

Paychecks cover the two-week work period which ended the previous Monday at 8:00 a.m. Deduction for Federal Withholding Income Tax and Social Security (F.I.C.A.) are required by law.

You may also wish to authorize other deductions from your paychecks such as; Deferred Compensation, Voluntary Life Insurance, or Voluntary AFLAC coverage.

#### 2. Work Schedule

- A. The Fire Chief or designee shall establish the standard work week and hours not to exceed 40 hours per week, or in excess of 10-hours per workday for non-shift personnel. Office hours shall routinely be Monday through Friday from 8:00 a.m to 5:00 p.m. A work schedule will be established under the direction of the Fire Chief or designee.
- B. Employees on a compressed work schedule will revert to working a five /eighthour schedule during recognized District Holiday weeks in accordance with the District SOG.

#### 3. Overtime

Your supervisor may require you to work overtime, or on your days off, in order to meet special situations, emergencies, or demands. As a District employee serving the public, you are expected to work the extra hours. Mandatory Overtime will not be unreasonably imposed.

Overtime will not be accrued for attendance at seminars, conferences, school, etc. However, if an employee is scheduled to work during his/her attendance at one of the above, attendance will reflect the employee off on Department Leave or Educational Leave and be counted as productive work hours/time.

Employees are eligible for overtime pay in accordance with the Federal Fair Labor Standards Act.

Employees in Office, Trades and Clerical positions are usually assigned as nonexempt; therefore, are eligible for overtime once the forty-hour productive threshold is met. Overtime will be paid at time and a half based on the employee's normal rate of pay. All overtime must be preapproved by a supervisor.

De minimis after-hours work, generally less than 15-minutes, is not compensatory; however, work performed outside of assigned work hours is viewed collectively and not on a per-email/text/call or per-incident basis, therefore an employee who collectively works more than 10 minutes needs to have supervisor approval and submit the appropriate overtime request form. A violation of the overtime reporting procedure will result in disciplinary action.

FLSA Overtime Exempt Employees include positions of the management team with supervisory, managerial and disciplinary responsibilities; such as Chief Officers and Directors. Employees in this classification are not eligible for overtime. Exception: Command staff/management who are activated during a declared civil emergency will be eligible for compensation, in accordance with District policy.

#### 4. Emergency Duty Assignments

If Civil Emergency conditions are declared by the Fire Chief, employees shall be assigned as necessary to duties to fulfill the mission of the District. Civil Emergencies include, but are not limited to; riots, civil disorders, floods, hurricanes, tornados, or similar catastrophes.

#### SECTION E: SAFETY AND SECURITY

#### 1. Safety Practices

The management of the District is dedicated to providing and maintaining a safe environment for all employees and residents/visitors. It is the Districts hope and desire that no one will sustain any injury or loss as a result of employment. The best way to ensure safety is through our constant awareness. The District relies on all of our employees to be safety conscience while on the job. The following guidelines should help you in this role:

- $\checkmark$  Be aware of the safest manner in which to perform your job.
- ✓ In an emergency situation, remain calm and relay any information in a calm and rational manner.
- ✓ Report any violations of policies and procedures to your supervisor.
- ✓ Observe all established fire, safety, civil defense rules and common safety practices.
- ✓ Do not take any actions that could contribute to unsanitary or unsafe conditions such as horseplay.
- ✓ Cooperate with any and all District investigations.
- $\checkmark$  Know the location of fire extinguishers and exits.
- ✓ Follow proper lifting techniques.
- ✓ Do not block access to exits or emergency equipment.
- ✓ Aisles and walkways must be kept clear and materials properly stacked and stored safely.
- ✓ Any serious situations should be reported to your immediate Supervisor.
- ✓ Become familiar with department-specific safety rules and regulations.
- ✓ Report any safety hazard.
- ✓ Any questionable orders or directives report to the Fire Chief or designee.

#### 2. Workers' Compensation and Accident Reporting

Workers' compensation benefits are provided in accordance with Florida law and District policy to protect an employee in the event of a work-related injury or illness resulting in medical care and/or loss of work time. Coverage begins immediately upon hire and is paid for by the District.

Under this insurance, medical expenses in connection with a work-related injury or illness will be paid according to the State fee schedule. Benefits covering lost wages will be paid by our insurance company according to State law and require certain minimums and waiting periods before any payment is made.

Accidents that occur on the job must be reported to your supervisor immediately regardless of severity. Only Workers' Compensation-approved doctors are authorized to provide treatment and determine the need for time-off. It is a felony to claim a false injury on the job. All accident reports are fully investigated and fraudulent claims are

prosecuted. Any questions regarding Workers' Compensation should be referred to Human Resources.

If an employee is off work for seven (7) or less days, due to an on-the-job injury that is covered under Worker's Compensation, the employee will receive a regular paycheck. If the employee is off more than seven (7) days, the employee will continue to receive a regular pay check from the District. Additionally, Disability checks from the Worker's Compensation carrier will also start to be received by the employee at their residence, this check is to be submitted to Human Resources within five business days.

#### 3. Emergencies

In any District or employee emergency including robbery, bomb threat, power failures, injury/accidents, fire, etc. it is important to remain calm, protect against physical harm and notify management as quickly and calmly as possible. Employees should never put themselves in danger to protect property.

#### 4. Tobacco Free Workplace

This is a Tobacco Free Workplace in accordance with District Policy.

#### 5. Drug and Alcohol-Free Workplace

The District has made a strong commitment to its employees to provide a safe workplace and to promote employee health. Our goal is to maintain a work environment that is free from the adverse effects of drugs and alcohol.

It is the policy of our District that the possession, use, consumption, sale, purchase, distribution, dispensation or manufacture by any employee of alcohol or any illegal drugs or illegally obtained drugs in the workplace, on District premises or within its facilities, in the conduct of District-related work off District premises, or when operating District vehicles on or off duty, is strictly prohibited. The foregoing prohibitions apply at all times during the workday, including mealtimes and break periods.

Nor will the District permit any employee to report to work or to perform his or her duties with the presence of illegal or illegally obtained drugs or alcohol, in his or her body, or while impaired or under the influence of any illegal drug and/or alcohol. The District also does not permit any employee to report to work or to perform his or her duties while taking prescription or non-prescription medication, which in fact is adversely affecting the person's ability to safely, and effectively perform his or her job functions.

An employee for whom a licensed physician or dentist prescribes a controlled substance must advise the supervisor immediately in order that an evaluation can be

made on the impact, if any, on the safe and efficient operation of the District. Employees are required to notify a supervisor in such instances, but need not disclose the medication being used or the medical condition involved. Failure to adhere to these policies will result in disciplinary action up to and including immediate termination.

Employees may be required to submit to drug or alcohol testing at the discretion of management under certain circumstances. A comprehensive Drug-Free Workplace Policy has been adopted by the District.

#### 6. Workplace Violence

It is the shared obligation of management, employees, law enforcement agencies, and employee organizations to individually and jointly act to prevent or defuse actual or implied violent behavior at work. Additionally, GNFD will provide a coordinated effort to manage critical workplace violence incidents. This includes but is not limited to a quick and thorough investigation and response to reports or incidents of threats, attempts, or actions of violence against an employee that were carried out or believed to have been carried out in the workplace by an employee against another employee or citizen.

Violence, attempted violence or the threat of violence by any employee against another GNFD employee or citizen during working hours is unacceptable. Any such action may subject the employee to possible criminal charges by the victim through the appropriate law enforcement agency. Additionally, any employee who is involved in such activity will be subject to serious disciplinary action up to and including termination.

The District intends to fully cooperate with law enforcement personnel to assist in the prosecution of any person in or outside the organization who commits violent acts against an employee in the workplace or during working hours.

The possession, use, or threat of use of a weapon, including firearms is not permitted in/on GNFD property, or in a GNFD owned vehicle. Exception: employee rights signed into law under the "Preservation and Protection of the Right to Keep and Bear Arms in Motor Vehicles Act of 2008"; creating s.790.251, F.S.; effective July 1, 2008; Florida employees who possess a valid concealed weapons permits have the right to store firearms in their privately-owned locked vehicles in employer-owned parking lots.

A comprehensive Violence in the Workplace SOG has been adopted by the District.

#### 7. Communications Connectivity

All employees shall maintain, at their own expense, a working phone and current contact number/information with the District for communication and automated recall purposes. The District may leave a voice message when communicating messages to employees. All employees shall maintain a current mailing address and residence address with the District.

### Appendix A

	<b>5</b>	
31-May-21	Position	Rank
Salary		
\$165,000.00	Fire Chief	EXEC
\$150,000.00	Deputy Chief (Executive Officer)	EXEC
\$140,000.00	Assistant Chief	EXEC
\$140,000.00	Fire Marshal	EXEC
\$140,000.00	District Chief	EXEC
\$130,000.00	Chief of Staff	EXEC
\$125,000.00	EMS Division Chief	CMD
\$47,670.00	Logistics Technician	
\$47,670.00	FLS Admin Assistant	
\$43,500.00	Maintenance Technician	
\$53,641.00	Finance Specialist	
\$47,670.00	Fleet Admin. Assistant	
\$53,641.00	Maintenance Technician	
\$74,675.00	Accountant	
\$47,670.00	Logistics Technician	
\$75,000.00	Fleet Manager	
\$47,670.00	PD Admin Assistant	
\$47,670.00	Cust. Serv. Admin Assistant	
\$71,063.73	HR Manager	
\$29,633.00	FLS Receptionist	
\$87,614.00	IT Manager	
\$47,670.00	Operations Admin Assistant	
\$71,073.60	Finance Manager	
\$53,641.00	IT Technician	
\$43,500.00	Finance Specialist	
\$43,500.00	Administrative Assistant	



#### GREATER NAPLES FIRE RESCUE DISTRICT BOARD OF FIRE COMMISSIONERS Action Item Worksheet

#### **NEW BUSINESS**

Agenda Item:	III. B.
Subject:	Associate Medical Director Agreement
Meeting Date:	April 13, 2021
<b>Prepared By:</b>	J. Nolan Sapp, Fire Chief

#### **Background**

The purpose of this Agreement is to provide for the provision of professional services by the Associate Medical Director to assist the District with implementation of protocols, standards, training, quality improvement, planning for employee health and welfare, and certification/recertification standards in accordance with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, as they may be amended from time to time.

#### **Funding Source/Financial Impact**

The District shall pay the Associate Medical Director the sum of thirty-five thousand dollars (\$35,000.00) per annum ("Compensation"), as full compensation for the services rendered herein. The Associate Medical Director shall not be eligible for any employee benefits other than this compensation.

#### **Recommendation**

Staff recommends moving ahead with the contractual services of James J. Augustine MD. As our Associate Medical Director. The Associate Medical Director will work in conjunction with the EMS Chief under the office of the Fire Chief.

#### **Potential Motion**

I move to support Staff's recommendation and enter into contractual services with James J. Augustine MD as the District Associate Medical Director.

#### ASSOCIATE MEDICAL DIRECTOR CONTRACT BETWEEN GREATER NAPLES FIRE RESCUE DISTRICT AND DR. JAMES AUGUSTINE

THIS ASSOCIATE MEDICAL DIRECTOR CONTRACT, hereinafter referred to as the "Contract", is made this \_\_\_\_\_ day of April 2021 ("Effective Date") by and between the Greater Naples Fire Rescue District through its Board of Fire Commissioners, whose address is 14575 Collier Boulevard, Naples, FL 34119, hereinafter referred to as the "District", and James J. Augustine, MD, whose address is 7868 Classic Drive Naples, FL 34113, hereinafter referred to as "Associate Medical Director."

#### WITNESSETH

WHEREAS, the District is an independent fire control and rescue district created and existing under the laws of the State of Florida, particularly Chapter 2014-240, Laws of Florida, as amended, and has all powers and authorities enumerated therein and in Chapters 189 and 191, Florida Statutes; and

WHEREAS, Section 191.008, Florida Statutes, authorizes independent fire control and rescue districts to establish and maintain emergency medical and rescue response services and acquire and maintain rescue, medical, and other emergency equipment, pursuant to the provisions of chapter 401; and

WHEREAS, the District is responsible for providing fire and emergency medical services ("EMS") within its boundaries; and

WHEREAS, Florida Statutes and regulations require that any licensed advanced life support ("ALS") service provider have a medical director in order to be compliant with such laws; and

WHEREAS, the Associate Medical Director is a duly licensed physician in the State of Florida who is specially trained in the field of emergency medicine and desires to be the District's Associate Medical Director; and

WHEREAS, the Associate Medical Director recognizes that the District may be contracting with multiple medical doctors to assist it with the provision of professional services.

NOW THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the provision of professional services by the Associate Medical Director to assist the District with implementation of protocols, standards, training, quality improvement, planning for employee health and welfare, and certification/recertification standards in accordance with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, as they may be amended from time to time.

Section 3. LICENSE. The Associate Medical Director is a duly licensed physician in the State of Florida and shall maintain his State of Florida medical license in full force and effect during the term of this Contract. The Associate Medical Director shall also be American Board of Emergency Medicine certified in emergency medicine. If for any reason during the term of this Contract, the Associate Medical Director loses his license to practice medicine in the State of Florida or his board certification, this Contract shall immediately become null and void.

Section 4. ADDITIONAL LICENSES. The Associate Medical Director agrees to obtain and maintain throughout the term of this Contract all such licenses as are required to do business in the State of Florida and in Collier County, Florida, including but not limited to, all licenses required by any State Board or government agency responsible for regulating and licensing the professional services to be provided and performed by the Associate Medical Director.

Section 5. DUTIES AND RESPONSIBILITIES OF THE ASSOCIATE MEDICAL DIRECTOR.

- a. The Associate Medical Director shall provide the professional services as set forth in the Scope of Services, attached and incorporated as Exhibit A, in accordance with Chapter 401, Florida Statutes, and Chapter 64J-1, Florida Administrative Code, as they may be amended from time to time.
- b. The Associate Medical Director shall maintain adequate records and supporting documentation that reflects his services under this Contract.
- c. The Associate Medical Director shall participate in a regional or statewide physician group involved in pre-hospital care and, upon request by the District, shall provide documentation of active participation in a regional or statewide physician group involved in pre-hospital care.
- d. The Associate Medical Director shall cooperatively work with other contractors of the District that are also providing professional services related to the provision of ALS services by the District or the District's training center.
- e. The Associate Medical Director shall participate as a crew member on a District apparatus/vehicle for a minimum of ten (10) hours per year.
- f. The Associate Medical Director will report to the District's Fire Chief in the performance of these services.
- g. If the District seeks to provide ALS services and as part of the certificate of public convenience and necessity approval process, the District is required to contract with the Collier County Medical Director to serve as the District Medical Director, then the Associate Medical Director understands and agrees that all of the legal duties and responsibilities of a medical director as set forth in Chapter 401, Florida Statutes, and applicable regulations, related to the provisions of ALS services by the District shall remain with the County Medical Director/District Medical Director at all times.

Section 6. PATIENT RECORDS. The District shall make available, within two (2) days of a written request, any and all medical records, reports, documents, and other relevant materials requested by the Associate Medical Director. This includes all run reports, medical test results, recordings on audio or visual tape, and any other reasonably available similar information.

Section 7. CONFIDENTIAL COMMUNICATIONS. The Associate Medical Director shall comply with the provisions of Chapter 119, Florida Statutes, the Health Insurance Portability and Accountability Act ("HIPAA"), Health Information Technology for Economic and Clinical Health requirements, the Florida Information Protection Act, and any other federal and state applicable laws relating to records or confidentiality of patient records. The Associate Medical Director shall execute a business associate agreement with the District, similar to the agreement attached as Exhibit B. Except as may be provided by general law, the District agrees to keep all medical records confidential and allow no communication of records or patient information without a written release from the patient. The District agrees to comply with all applicable federal and state requirements.

Section 8. REPORT. The District agrees to give the Associate Medical Director full and detailed reports regarding any case that it reasonably believes has the potential for legal action against the District or its employees pertaining to the delivery of EMS within five (5) days of the incident.

Section 9. TERM OF CONTRACT. The term of this Contract shall be one (1) year from the Contract's Effective Date. The parties agree that the term of the Contract shall be automatically renewed on an annual basis for three (3) additional one (1) year terms with the same terms, conditions, and obligations as set forth herein, unless terminated pursuant to Section 10.

Section 10. TERMINATION. This Contract may be terminated be either party, with or without cause, upon sixty (60) days written notice to the other party of such party's intention to terminate the Contract or pursuant to section 3 of this Contract.

Section 11. COMPENSATION. The District shall pay the Associate Medical Director the sum of thirty five thousand dollars (\$35,000.00) per annum ("Compensation"), as full compensation for the services rendered herein. The Associate Medical Director shall not be eligible for any employee benefits other than this compensation. The Compensation shall be paid to the Associate Medical Director in twelve (12) equal monthly payments commencing with the first day of the month following the Effective Date, with each monthly payment being payable by the 10th of each month. The Compensation shall increase by

two and one-half percent  $(2\frac{1}{2}\%)$  upon the annual renewal of the Contract. In the event of the termination of this Contract, the Associate Medical Director's compensation shall be prorated on the basis of the number of days elapsed from the Effective Date divided by three hundred sixty-five (365).

Section 12. INDEPENDENT CONTRACTOR. The Associate Medical Director shall be an independent contractor of the District.

Section 13. LIABILITY AND REMEDIES IN BREACH OF CONTRACT. It is recognized that the District is statutorily required to employ or contract a medical director to provide ALS within its boundaries. Accordingly, the Associate Medical Director shall not refuse to perform these services during the term of this Contract so long as he is able to so perform, and the District shall have the right to specific performance of the provisions of this Contract. In addition, the Associate Medical Director shall be liable to the District for his unreasonable failure or refusal to perform the services required hereunder.

Section 14. INSURANCE. The District shall pay for and maintain professional liability insurance for the benefit of the Associate Medical Director similar to the professional liability insurance the District maintains for its paramedics and others during the term of this Contract. The District shall be named as an additional insured on the certificate of insurance for the policy. The provision of insurance, nor any provision, term, or condition of this Contract 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, Florida Statutes.

Section 15. LEGAL EXPENSES OF ASSOCIATE MEDICAL DIRECTOR. The District agrees to reimburse the Associate Medical Director for any reasonable legal expenses and costs incurred by the Associate Medical Director in the performance of his duties as set forth herein, including without limitation any expenses and costs associated with legal opinions or assistance in the interpretation, application, and compliance with Florida law and associated regulations and litigation expenses.

Section 16. APPLICABLE LAWS AND JURISDICTION. Unless otherwise specified, the laws, rules, and regulations of the State of Florida shall govern this Contract. In the event

of a dispute, venue for any suit involving this Contract shall be in Collier County, Florida if filed in state court and in the Southern District of Florida if filed in federal court.

Section 17. ATTORNEY FEES. In the event there is litigation arising under or related to this Contract, each party shall pay its own attorney's fees and expenses incurred in enforcing the Contract.

Section 18. NOTICES. All notices, demands, requests, and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, via facsimiles, or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided if such notices, demands, requests, or other communications are sent by mail, they shall be deemed as given on the third day following such mailing that is not a Saturday, Sunday, or day that United States mail is not delivered:

District:	Fire Chief
	Greater Naples Fire Rescue District
	14575 Collier Boulevard
	Naples, FL 34119
Associate Medical Director:	James J. Augustine, MD
	7868 Classic Drive
	Naples, FL 34113

Any party may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

Section 19. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP. The Associate Medical Director represents that he does not presently have an interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Nothing in this Contract shall be

interpreted as preventing the Associate Medical Director from being employed in any other capacity, including, but not limited to the operation of a medical practice, the employment as a staff member of any hospital, operating any other business, or being similarly employed with any other EMS provider that is lawfully licensed within Collier County and the State. However, the Associate Medical Director shall not accept any employment or enter into any contractual relationship that would create a conflict between such interest and the performance of his duties hereunder.

Section 20. AMENDMENTS. No modification or amendment to this Contract shall be valid or binding upon the parties, unless in writing, and executed by both parties.

Section 21. SUCCESSOR. The Contract shall be binding upon the successors of the District.

Section 22. WAIVER. Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may 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 Contract 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 expressed or impliedly, any other breach under this Contract.

Section 23. SEVERABILITY. In the event any provision of this Contract shall, for any reason, be determined invalid, illegal, or unenforceable in any respect, the parties shall negotiate in good faith and agree to such amendments, modifications, or supplements to this Contract or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and other provisions of this Contract, as amended, modified, supplemented, or otherwise affected by such action, shall remain in full force and effect.

Section 24. NO THIRD PARTY BENEFICIARY. Nothing in this Contract shall be construed to benefit any person or entity not a party to this Contract.

Section 25. DISPUTE RESOLUTION. In the event any dispute or disagreement arises during the course of this Contract, the Associate Medical Director shall fully perform the Scope of Services. The Associate Medical Director is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for proposed dispute resolution to the District's Fire Chief no later than ten (10) days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

GREATER NAPLES FIRE RESCUE DISTRICT

Date

Print Name and Title

#### ASSOCIATE MEDICAL DIRECTOR

Date

James J. Augustine, MD

#### EXHIBIT A

#### Scope of Services

The Associate Medical Director duties are in support of the provision of EMS by the District, and if the District is granted the authority to provide ALS service, if applicable, to further the duties of the County Medical Director/District Medical Director, including assisting the County Medical Director/District Medical Director, and if appropriate the Collier County Deputy Medical Director, and the District. The Associate Medical Director shall:

- Oversee the District's patient care quality assurance system to assess the medical performance of paramedics and EMTs, including auditing the performance of District personnel by use of a quality assurance program to include, but not be limited to, a prompt review of patient care records, direct observation, and comparison of performance standards for drugs, equipment, system protocols, and procedures.
- 2. Responsible for participating in quality assurance programs developed by the District.
- 3. Participate on behalf of the District on the Collier County County-Wide Quality Assurance Committee.
- 4. Assist in planning the delivery of EMS to be provided by the District, including the design of vehicles, equipment, supplies, distribution resources, District paramedic and EMT personnel training and medical policy, protocol, planning, and development.
- 5. Serve as a liaison between the District and the appropriate hospitals, medical societies, practicing physicians, and training facilities in Collier County.
- 6. Provide such assistance to the District as may be required in the preparation and administration of any grant programs for the establishment and improvement of the District's EMS system.
- 7. Participate as a member of the District's Safety Committee and provide necessary guidance and direction in support of ensuring a safe work place for District personnel.
- 8. Assist in planning the District's response to public health emergencies, including the development and implementation of standard operating guideline and any necessary training of personnel.
- 9. Participate on behalf of the District on the Collier County Fire and EMS Chiefs EMS Council.

### <u>EXHIBIT B</u>

**Business Associate Agreement** 

### COMBINED HIPAA PRIVACY BUSINESS ASSOCIATE, HIPAA SECURITY RULE, HITECH ACT COMPLIANCE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into by and between the Greater Naples Fire Rescue District (hereinafter "Covered Entity"), whose address is 14575 Collier Boulevard, Naples, FL 34119, and James J. Augustine, MD, whose address is 7868 Classic Drive Naples, FL 34113 (hereinafter "Business Associate"), collectively hereinafter referred to as the "parties." The parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements of the regulations at 45 CFR Section 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Security Rule, codified at 45 C.F.R Part 164, Subparts A and C. (the "Security Rule"), the Health Information Technology For Economic and Clinical Health Act, enacted in Pub. L. No. 111-05 H.R., 111th Cong. (2009), Title XIII (the "HITECH Act"), as well as the confidentiality requirements contained in Section 401.30, Florida Statutes.

#### Section 1. Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Sections 160.103 and 164.501, and in the HITECH Act, Subtitle D.

(a) "Individual" has the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

(b) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and part 164, Subparts A and E.

(c) "Protected Health Information" is defined at 45 CFR Section 160.103 and in the HITECH Act. For purposes of this Agreement, the term refers only to that Protected Health Information received directly or indirectly from, or received or created on behalf of, the Covered Entity.

(d) "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.

(e) "Security Incident" means any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity. See National Institute of Standards and Technology (NIST) Special Publication 800-61, "Computer Security Incident Handling Guide," Revision 2 or subsequent revision for more information.

#### Section 2. Obligations and Activities of Business Associate Regarding Protected

#### Health Information

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by Sections 3, 5, and 6 of this Agreement, or as required by applicable federal or laws of the State of Florida.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity in order to meet the requirements under 45 CFR Section 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR Section 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

(h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR Section 164.528, in a prompt and reasonable manner consistent with the HIPAA

regulations.

(k) Business Associate certifies that it is in compliance with all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162; and the Annual Guidance as issued by the Secretary pursuant to the HITECH Act, Section 13401. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards and the Annual Guidance.

(I) Business Associate agrees to determine the minimum necessary type and amount of Protected Health Information required to perform its services and will comply with 45 CFR Sections 164.502(b) and 514(d).

#### Section 3. Permitted or Required Uses and Disclosures by Business Associate

(a) Business Associate acknowledges and agrees that Protected Health Information is confidential under State of Florida laws.

(b) Except as expressly permitted in writing by the Covered Entity, Business Associate shall not divulge, disclose, or communicate Protected Health Information or confidential information of Covered Entity employees to any third party for any purpose not in conformity with this Agreement except in accordance with Covered Entity policies and procedures and without prior written approval from the Covered Entity.

(c) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR Section 164.504(e)(2)(i)(B).

(d) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502(j) (1).

# Section 4. Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, authorization by Individual or his or her personal representative to use or disclose Protected Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR Section 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

# April 13, 2021 BOFC Mtg

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#### Section 5. Confidentiality under State Law and Computer Use

(a) Generally. In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of Section 401.30, Florida Statutes. In general, the referenced statute provides that records of emergency calls that contain patient examination or treatment information are confidential and exempt from the provisions of Section 119.07(1), Florida Statutes, and may not be disclosed without the consent of the person to whom they pertain unless otherwise statutorily prescribed. Any person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation, including those residing or existing internal and external to the Covered Entity's computer system, commits an offense in violation of Section 815.04, Florida Statutes.

Confidentiality requirements protect more than unlawful disclosure of documents. The confidentiality requirements protect the disclosure of all records and information of the Covered Entity, in whatever form, including the copying or verbally relaying of confidential information.

As it relates to computer equipment and systems, Business Associate agrees that it will not:

- i. Operate or attempt to operate any Covered Entity computer equipment without specific authorization from the Covered Entity.
- ii. Disclose any portion of the Covered Entity's computerized system or data with unauthorized individuals.
- iii. Permit any individual to review, examine, or make copies of any report(s) or document(s) in its care, custody or control.

Business Associate agrees that it will access computer systems, equipment and functions only as required for the performance of its duties and responsibilities for the Covered Entity and that it has an up-to-date anti-virus software and firewall running on it's computers. In the event Business Associate's password is disclosed, Business Associate will immediately contact IT at Fire District Headquarters at (239)-348-7540 to report the incident and request a new password. Business Associate shall remove any Covered Entity access software before disposing of any computer.

(b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of the Covered Entity's records or information, Business Associate shall immediately contact the Fire Chief of the Covered Entity at (239)-348-7540.

A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

- i. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
- ii. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
- iii. Furnish certain records for examination, by mail or by hand-delivery.
- (c) Employees and Agents. Business Associate acknowledges that the confidentiality

requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against the Covered Entity, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

#### Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA, the Privacy Rule, the HITECH Act, or the laws of the State of Florida, if done by Covered Entity.

#### Section 7. Term and Termination

(a) Term. The Term of this Agreement shall begin on the last date set forth on the signature blocks below and shall terminate on March 31, 2017 unless otherwise extended by both parties in writing.

(b) Termination for Cause. Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity shall have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

Return or Destruction of PHI upon Termination. Within sixty (60) days after (c) termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate shall return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and shall retain no copies thereof. Business Associate also shall recover, and shall return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate shall notify Covered Entity in writing as to whether Business Associate intends to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it shall certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate shall notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this

Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. If it's not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate shall provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible.

Prior to destroying any records hereunder, Business Associate shall obtain written confirmation from the Covered Entity that such actions will not violate the State of Florida's or the Covered Entity's record retention policies.

#### Section 8. HIPAA Security Rule

(a) Security of Electronic Protected Health Information. Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. Section 160.103) that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity consistent with the Security Rule.

(b) Reporting Security Incidents. Business Associate will report to the Covered Entity any Security Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of any Electronic Protected Health Information; or (2) a successful major (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information. Upon the Covered Entity's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information. Upon the Covered Entity's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information.

(c) Compliance Date. The parties to this Agreement will comply with Sections (a) through (c) of this Section 8 by the last date set forth in the signature blocks below.

#### Section 9. HITECH Act Compliance

In the event of any inconsistency or conflict between requirements of HIPAA, HIPAA Security Rule and HITECH Act, the more stringent provision shall apply.

(a) Business Associate shall make a good faith effort to identify and report any use or disclosure of Protected Health Information not provided for in this Agreement.

(b) Reporting to Covered Entity. Business Associate will report to the Covered Entity, within ten (10) business days of discovery, any use or disclosure of Protected Health

Information not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity, within twenty-four (24) hours of discovery, any Security Incident of which Business Associate is aware. A violation of this paragraph shall be a material violation of this Agreement. Such notice shall include the identification of each individual whose unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach.

(c) Reporting to Individuals. In the case of a breach of Protected Health Information discovered by Business Associate, Business Associate shall first notify the Covered Entity of the pertinent details of the breach and upon prior approval of the Covered Entity shall notify each individual whose unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification shall be in writing by first-class mail to the Individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contract information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice shall be provided, including, in the case that there are ten (10) or more Individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print of broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured Protected Health Information, Business Associate may also provide information to individuals by telephone or other means, as appropriate.

(d) Reporting to Media. In the case of a breach of Protected Health Information discovered by the Business Associate where the unsecured Protected Health Information of more than five hundred (500) persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, Business Associate shall provide notice to prominent media outlets serving Collier County.

(e) Reporting to Secretary of Health and Human Services. Business Associate shall cooperate with the Covered Entity to provide notice to the Secretary of Health and Human Services of unsecured Protected Health Information that has been acquired or disclosed in a breach. If the breach was with respect to five hundred (500) or more Individuals, such notice must be provided immediately. If the breach was with respect to less than five hundred (500) Individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of Health and Human Services documenting such breaches occurring in the year involved.

(f) Content of Notices. All notices required under this Agreement shall include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009.

(g) Financial Responsibility. Business Associate shall be responsible for all costs related to the notices required under this Agreement.

(h) Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information in violation of this Agreement.

#### Section 10. Regulatory References

A reference in this Agreement to a section in the Privacy Rule, the Security Rule or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

#### Section 11. Amendment

Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or the HITECH Act applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

#### Section 12. Survival

Business Associate agrees that its obligations under this Agreement with regard to Protected Health Information and all other provisions in this Agreement that expressly or customarily survive the termination or expiration of the Agreement shall continue in effect after the Agreement is terminated or expires.

#### Section 13. Interpretation

Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida, including Section 401.30, Florida Statutes.

#### Section 14. Disclaimer of Third Party Beneficiaries

This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

#### Section 15. Governing Law

The laws of the State of Florida shall govern the validity, interpretation, construction and

performance of this Agreement to the extent not preempted by the Privacy Rules or other applicable federal law. In the event of a dispute, venue for any suit involving this Agreement shall be in Collier County, Florida if filed in state court and in the Southern District of Florida if filed in federal court.

#### Section 16. Indemnification and Performance Guarantees

The Business Associate shall indemnify, defend, and save harmless the Covered Entity and Individuals for any financial loss as a result of claims brought by third parties and which are caused by the failure of Business Associate, its officers, directors or agents to comply with the terms of this Agreement.

#### Section 17. Assignment

Business Associate shall not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which shall be at the sole discretion of the Covered Entity.

#### Section 18. Notices

All notices, demands, requests, and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered to the above addresses, or via facsimile, or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered. Any party may, by like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

#### Section 19. 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 may 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 expressed or impliedly, any other breach under this Agreement.

#### Section 20. Severability

In the event any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein,

and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this combined HIPAA Privacy Business Associate, HIPAA Security Rule, HITECH Act Compliance and Confidentiality Agreement, on the date(s) set forth below.

#### For: Greater Naples Fire Rescue District

Greater Naples Fire Rescue For: James J. Augustine, MD

Ву:\_\_\_\_\_

By: \_\_\_\_\_\_ Signature

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

James J. Augustine, MD

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

# **Background**

The District recognizes employees that have served honorably every five years. The District spends a large amount of money on service plaques and other awards. Many times these items are not picked up and are discarded. Command believes a better recognition method includes receiving a certificate and gift card recognition for service on the employees' work day presented by the appropriate Assistant Chief.

### **Funding Source/Financial Impact**

52230-001-0000-037 Current Expenses- Expense of plaque will be replaced by gift card purchase.

### **Recommendation**

Staff recommends implementing the new policy.

### **Potential Motion**

I, move to approve Staff's recommendation to approve the Policy 902.4 Recognition of Time-in-Service Awards.

### **GREATER NAPLES FIRE RESCUE DISTRICT** POLICIES



# POLICY # 902.4 **Recognition of Time-in-Service Awards**

Revised:

# **Purpose**

To establish time-in-service recognition benchmarks with the District for honorable service.

# Policy

The Board of Commissioners wishes to establish and reward employees that have completed timein-service benchmarks with honorable service. Employees will generally be presented the award by their section chief during their regular working hours.

The Board of Commissioners will have an agenda item for recognitions and awards at their scheduled monthly meeting, whereas the Board and the Fire Chief can recognize the employee's accomplishment.

- 1. Five years completed service certificate and twenty-five-dollar gift card.
- 2. Ten years completed service certificate and fifty-dollar gift card.
- 3. Fifteen years completed service certificate and seventy-five-dollar gift card.
- 4. Twenty years completed service plaque and hundred-dollar gift card.
- 5. Twenty-five years completed service plaque and hundred-dollar gift card
- 6. Thirty years completed service award (deemed appropriate by Fire Chief).

Although these are the generally recognized rewards for time-in-service, the Fire Chief or designee may alter, change, or add to any employee award their office deems appropriate.

### **Background**

Previously discussed in the November 14, 2017 Board of Fire Commissioners meeting, the District committed to upgrade the fleet line of fire apparatus. The apparatus replacement strategy was put in place by Board approval to lease 5 new engines. The Board was given information at the time that this would be an ongoing action to maintain fleet reliability for the front line apparatus. The District has now reached the need for replacing the next five front line apparatus and has gone through the processes of apparatus specifications and development based on present needs.

Staff has proceeded with seeking out quotes from the two manufacturers that are presently in fleet inventory and on the Florida Sheriffs and Florida Fire Chiefs Association bid documents. Staff developed specifications for Class A Fire engines. Specifications include a 1250 gpm Pump, 450 HP engine, 1000-gallon water tank, aluminum body, and installation of electronics.

Quotes from Ten-8 Fire met all specifications for a lease amount of \$2,659,385 quoted at up to five engines at \$531,877 per engine.

Ten-8 Fire has continued to provide quality service in a timely manner. They have provided the specified bid request at the lowest price. Pricing is from NPPGOV LOC contract PS20240 Base model ID code 3.08. Bid number Ten-8/Pierce #753.

Presently the Fire District has decommissioned two reserve fire engines due to wear and cost acceleration for maintenance. The cost of repairs has exceeded the value of the apparatus. There is a need for a reliable apparatus to be added to the reserve fleet to maintain response optimality. Presently there are only 4 reserve fire engines that were purchased between 1998 and 2007. Quotes were obtained from Hallmark Rev and Ten -8 Fire for demonstration models available. The quote from Hall Mark Rev was low bid at \$515,575.00 and provided several options over the competitive bid.

### **Funding Source/Financial Impact**

Annual lease with interest would be \$373,749.62 to be budgeted in the General Fund beginning in FY 21-22.

Funding for the reserve engine would be 54% from the General Fund- \$278,410.50, and 46% from Impact Fees- \$237,164.50 based on the growth impact determined from the property appraiser's office.

Funds will be replenished by a disbursement of grant monies at or about \$530,000.00 awarded from FEMA Assistance to Firefighters Grant. The grant was for SCBA Airpacks purchased and paid for in a prior budget year.

# **Recommendation**

Staff recommends the leasing of up to five engines at a total cost of \$2,659,385 and the purchase of one new reserve fire engine for \$515,575.00

# **Potential Motion**

Motion to approve the lease agreement for five fire engines from Ten-8 Fire and to purchase one fire engine from Hall Mark Rev for reserve use.

### LEASE FINANCING PROPOSAL

# Requested by Eric Huovinen

#### **Representing**



#### Presented To (As Lessee)

# **Greater Naples Fire Rescue District, FL**

Dran and Data	Arril 0, 2024
Proposal Date:	April 8, 2021
Equipment Description:	(5) Pierce Saber Pumpers
Commencement Date:	May 15, 2021
	Option 1
Equipment Cost:	\$2,828,245
Prepay Discount:	\$102,500
Pierce Discount:	<u>\$66,360</u>
Lease Amount:	\$2,659,385
Lease Term:	5 Years
First Payment Date:	6/15/2022
Payment Frequency:	Annual
Lease Rate:	2.79%
Payment Amount:	\$373,749.62
Balloon:	\$1,113,000 Based on 17,000 miles per year
Balloon Due Date:	6/15/2027

#### **Qualifications:**

1. <u>Pricing</u>: This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) <u>Rate Expiration:</u> Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) <u>Closing Costs</u>: There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates**: Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after seven (7) years to the then current interest rates for the remaining term.

2. Type of Lease: This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. <u>Financial Reporting</u>: All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All nonfor profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. <u>Vendor Payable / Escrow Account (where applicable)</u>: In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. <u>Credit Approval and Documentation</u>: This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, and qualified as a tax exempt obligation under the tax reform act of 1986 as amended.

Financing provided by:	Leasing 2,	Inc.
	Contact:	Brad Meyers
	Phone:	800-287-5155 x12
	Date:	<u>April 8, 2021</u>
	Email:	bmeyers@leasing2.com
LEASING 2	Web:	www.firetruckleasing.com
REQUEST TO PROCEED:		]
		ease financing arrangement, please indicate so by signing below you our application. Thank you for your confidence and
Proposal date: April 8, 2021		Option Chosen: (where applicable)
Upcoming Governing Body meeting date for lease app	roval:	
Greater Naples Fire Rescue	<u>District, F</u>	<u>=L</u>
Authorized Signature		Date
Printed Name Of Authorized Signature		Title
Contact Name (If Different Than Authorized Signature)		Contact Phone
Contact E-Mail Address		Last month of your budget year?
•		fax or email all pages of the proposal to ers@leasing2.com
YEARS LEASING 2		ASSOCIATION FOR GOVERNMENTAL LEASING & FINANCE

\*\* Important: A Resolution will be required with the lease contract \*\* In the event that you require board action to sign this proposal, please call us so that we may forward the preferred form for the meeting.



### **Equipment Proposal**

Pierce Proposal # 753

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: <u>April 8, 2021</u> ("Proposal Date") Customer: <u>Greater Naples Fire Rescue District</u> ("Customer")

### Customer Address: 14575 Collier Boulevard Naples, Florida 34119

Qty	Product Description & Options	Price
1	Pierce Manufacturing (1) Saber Pumper based on NPPGov LOC Contract PS20240	\$565,649
	Base Model ID Code 3.08. Ten-8 / Pierce Bid #753	
	Member #M-5719789	
	100% Prepay discount (payment due time of order) includes performance bond	(\$20,500)
	Pierce Manufacturing Additional Discount (Multiple Pumper Purchase)	(\$13,272)
	Total for one (1) pumper	\$531,877
5	Total for five (5) Pumpers	\$2,659,385
	Purchase Price:	\$2,659,385

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately  $\underline{12-13}$  (months) after Company receives Customer's acceptance of this Proposal as defined below.

### Other:

Unless accepted within 120 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT**, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Greater Naples Fire Rescue Distric	<u>t</u>
By:	
Title:	
Print:	
Date:	

Ten-8	Fire & Safety, LLC	
By:	Eni Human	

Title:Authorized Sales RepresentativePrint:Eric HuovinenDate:April 8, 2021

# EXHIBIT A

# PROPOSAL OPTION LIST

EXHIBIT B

WARRANTY

### EXHIBIT C

# PURCHASING TERMS AND CONDITIONS

#### PURCHASING TERMS AND CONDITIONS

#### (Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

#### 1. Definitions.

- a. "Acceptance" has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. "Delivery" means when Company delivers physical possession of the Product to Customer.
- e. "Manufacturer" means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.
- 2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
- 3. <u>Term of Agreement</u>. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
- 4. <u>Purchase and Payment</u>. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.
- 5. <u>Representations and Warranties.</u> Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
- 6. <u>Cancellation/Termination</u>.
  - a. <u>Fire Equipment and Apparatus Sales</u>. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following

charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. <u>Ambulance Sales</u>. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
- 7. <u>Delivery</u>. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
- 8. <u>Standard Warranty</u>. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.

a. <u>Disclaimer</u>. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

- 9. <u>Limitation of Liability.</u> COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
- 10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
- 11. <u>Customer's Obligations</u>. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation

includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

- 12. <u>Default</u>. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
- 13. <u>Manufacturer's Statement of Origin</u>. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
- 14. <u>Arbitration</u>. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
- 15. <u>Miscellaneous.</u> The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

Pierce.
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# **Proposal Option List**

Customer: Representative Organization: Requirements M Description: Body: Chassis: Line Option	lanager: Type	Greater NaplesBid Number:Huovinen, EricJob Number:Ten-8 Fire & Safety, LLCNumber of Units:Greater Naples Saber PumperBid Date:Pumper, Long, Aluminum, 2nd Gen, Saber/CommercialStock Number:Saber FR ChassisPrice Level:Coption DescriptionLane:	753 5 03/08/2021 40 (Current: 40) Qty
1 0074080		Build to Order, Diaroo Florido Brodust, 2nd Con Dumper	4
1 0074080 2 0766611		Build-to-Order, Pierce Florida Product - 2nd Gen Pumper Boiler Plates, Pumper	1
2 0700011		Fire Department/Customer - Greater Naples Operating/In conjunction W-Service Center - In Conjunction Miles - 25 Miles Number of Fire Dept/Municipalities - 20 Bidder/Sales Organization - Ten-8 Fire & Safety LLC. Delivery - Delivery representative Dealership/Sales Organization, Service - Ten-8 Fire & Safety LLC.	·
3 0661794		Single Source Compliance	1
4 0584455		Manufacture Location, Bradenton, Florida	1
5 0584453		RFP Location: Bradenton, Florida	1
6 0588609		Vehicle Destination, US	1
7 0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8 0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9 0588611		Vehicle Certification, Pumper	1
10 0568412		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1
11 0733614		Consortium, NPPGov (LOC)	1
12 0537375		Unit of Measure, US Gallons	1
13 0529326		Bid Bond, 10%, Pierce Built Chassis	1
14 0050066		Performance Bond, 100% Req'd (Statement by Rep)	1
15 0000007		Approval Drawing	1
16 0002928		Electrical Diagrams	1
17 0632451		Saber FR Chassis	1
18 0629024		Chassis Discount, Saber FR	1
19 0000110		Wheelbase	1
20 0000070		Wheelbase - 204.00 GVW Rating GVW rating - 45,000	1
21 0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
22 0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
23 0630683		Axle, Front, Meritor FL-941, 18,000 lb (385 Tires) Saber FR/Enforcer	1
24 0637879		Suspension, Front, Standens, Taper Leaf, 18,000 lb, Saber FR/Enforcer	1
25 0778717		Shock Absorbers on Front Axle, Koni Model 90, Saber FR	1
26 0000322		Oil Seals, Front Axle	1
27 0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	ı 1
28 0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
29 0530459		Axle, Rear, Meritor RS25-160, 27,000 lb, Saber/Enforcer	1
30 0544253		Top Speed of Vehicle, 68 MPH	1
31 0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
32 0000485		Oil Seals, Rear Axle	1
33 0582088		Tires, Rear, Goodyear, G291, 315/80R22.50, 20 ply, Single	1
34 0019668		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
35 0568081		Tire Balancing, Counteract Beads	1
36 0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
37 0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
38 0057936		Covers, Lug Nut, Chrome	1
39 0002045		Mud Flap, Front and Rear, Pierce Logo	1
40 0602478		Chocks, Wheel, Pumper, NFPA, Provided by Fire Department, NFPA 2016	1
41 0544690		Mounting Brackets, Chocks, Provided by Fire Department	

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Line Option	Туре	Option Description	Qty
42 0010670		ABS Wabco Brake System, Single rear axle	1
43 0508676		Brakes, Meritor, EX225, 17", Disc Plus, Front	1
44 0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
45 0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46 0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
47 0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
48 0000790		Brake Lines, Nylon	1
49 0000854		Air Inlet, w/Disconnect Coupling	1
		Location, Air Coupling(s) - a) DS Step Well, Forward	•
		Qty, Air Coupling (s) - 1	
50 0003155		Compressor, Air, Kussmaul 091-9B-1, 120V Brake System	1
		Location - Top of L3 Behind Roll Up door	•
51 0630456		Valve, 2nd Prk Brk Control, Officer side, Saber FR/Enforcer	1
52 0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
53 0736437		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2021, Saber FR/Enforcer	1
54 0001244		High Idle w/Electronic Engine, Custom	1
			1
55 0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
FC 0044007		Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	4
56 0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
57 0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
58 0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
59 0788765		Radiator, Saber FR/Enforcer	1
60 0657980		Cooling Hoses, Gates Silicone - Custom	1
61 0770792		Fuel Tank, 65 Gallon, Left Side Fill, Common Air Bottle Door	1
		Finish - Painted, Job Color	
62 0001129		Lines, Fuel	1
63 0662965		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1
64 0723716		Fuel Priming Pump, Electronic, Cummins	1
65 0552712		Not Required, Shutoff Valve, Fuel Line	1
66 0699437		Cooler, Chassis Fuel, Not Req'd.	1
67 0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
68 0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
69 0684459		Transmission Oil Cooler, Modine, External	1
70 0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
71 0027843		Fluid, 3000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	1
72 0001370		Driveline, Spicer 1710	1
73 0637248		Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1
74 0509229		Steering Wheel, 2 Spoke	1
75 0690274			1
15 0090214		Logo/Emblem, on Dash	1
		Text, Row (1) One - Greater	
		Text, Row (2) Two - Naples	
76 0606299		Text, Row (3) Three - Fire Rescue Bumper, 26" Extended, Under Slung, Painted, Recessed Xlays/Trays,12" H,	1
10 0000299		SFR/Enf	I
77 0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
78 0002270		Tow Hooks, Chrome	1
79 0632360		Cab, Saber FR, 7010	1
80 0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
81 0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
82 0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
02 0032103			1
92 0644204		Material, Exterior Rear Wall - Painted	1
83 0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
84 0636939		Grille, Polished Stainless Steel, Front of Cab, Saber	1
85 0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
86 0015440		No Chrome Molding, On side of cab	1
87 0697030		Mirrors, Ramco, 6001PCHR, Heated/Remote, w/Heated/Remote Convex, Cab	1
00 0564770		Corner Mnt Biogr. Bamoo Mirror, 2.00", Boir	4
88 0564773		Riser, Ramco Mirror, 3.00", Pair	1
89 0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
		Key Model, Cab Doors - 751	
90 0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
91 0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1
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ine	Option	Туре	Option Description	Qty
92	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
	0634786		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
	0002141		Fenders, s/s on cab - Saber/Enforcer	1
	0042105		No Windows, Side of Crew Cab	1
	0012090		Not Required, Windows, Front/Side of raised roof	1
	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
	0651515		Window Protector Bars, Knurled, Crew Doors, 2" Above Window Sill Plate	1
100	0729300		Cab Air Filtration, Active Air, CAPS Commuter, 12v DC, LS	1
			LED Indicator Light - No	
404	0007047		Qty, Active Air, PHI Cell - No Additional	4
101	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing50"	
102	0750824		Material Finish, Cab Interior - Painted Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
102	0750024		Color, Cab Interior Vinyl/Fabric - f) Vinyl - Crimson Red	I
			Engine Tunnel Cover - Crimson Red Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
103	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - d) red	
104	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
105	0741237		HVAC, Saber/Enforcer, CARE	1
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - None	
			HVAC System, Control Loc Panel Position #12	
106	0624005		Sun Visor, Vinyl/Fabric, AXT, Dash CF, Qtm, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
			Sun Visor, Vinyl/Fabric - Vinyl	
	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
108	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
100	0621920		Qty, - 01	4
	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
-	0583039		Not Required, Side Roll and Frontal Impact Protection	1
	0622619		Seating Capacity, 4 Seats	1
112	0632962		Seat, Driver, Bostrom, Sierra, Air Ride, High Back, Saber FR/Enforcer	1
112	0632917		Bostrom, Zip Clean Cover - (0) None Seat, Officer, Bostrom 450, Air Ride, SCBA, Saber FR/Enforcer	1
115	0032917			I
114	0002517		Bostrom, Zip Clean Cover - (0) None Not Required, Radio Compartment	1
	0723185	SP	Cabinet, Rear Facing, LS, 23 W x 53 H x 26.75 D, Lap, Sp. H Ext Acc, SFR/Enf	1
	0120100	0.	Light, Short Cabinet - Pierce, Exterior, Left Side	•
			Scuffplate, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (3) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Bumper	
			Door, Cab Interior Cabinet - Lap, IB, (2) D-Ring, Non-Locking	
440	0400700		Louvers, Cabinet - 0-No Louvers	4
	0102783	00	Not Required, Seat, Rr Facing C/C, Center	1
117	0723183	SP	Cabinet, Rear Facing, RS, 22 W x 53 H x 26.75 D, Lap, Sp. H. Ext Acc, SFR/Enf	1
			Light, Short Cabinet - Pierce, Exterior, Left Side	
			Scuffplate, Material/Finish - S/S, Polished Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (3) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Locking #1250	
			Door, Exterior Stop - Bumper	
			Door, Cab Interior Cabinet - Lap, IB, (2) Latches, Non-Locking	
			Louvers, Cabinet - 0-No Louvers	
118	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
119	0632595		Seat, Forward Facing C/C, Center, (2) Bostrom 450, SCBA, Saber FR/Enforcer	1
			Bostrom, Zip Clean Cover - (0) None	
120	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
120				

Line	Option	Туре	Option Description	Qty
121	0042359		Upholstery, Seats In Cab, All Vinyl, Bostrom, CARE	4
			Color, Cab Interior Vinyl/Fabric - d) Red	
			Qty, - 04	
122	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
123	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
125	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
126	0602637		Control, Dome Lt Color - Lens Switch Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
	0630605		Cab Instruments, Ivory Gauges, Chrome Bezels, Saber FR/Enforcer	1
121	0000000		Emergency Switching - Individual Switches	
128	0002544		Air Restriction Indicator - Pierce Chassis	1
	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	-
130	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
	0754774		Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber	1
132	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
133	0548006		Wiring, Spare, 15 A 12V DC 2nd	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - LS & RS EMS cabinet - Leave 3 ft of coil	
134	0636439		Wiring, Spare, 37.5 A 12V DC, Cust Install Radio, 30A Bat Dir, 7.5A Ign & Grnd	1
			Qty, - 01	
			Location - Rear of forward facing passenger side ems cabinet	
135	0548004		Wiring, Spare, 15 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
136	0548007		Location, Spare Wiring - Officer Dash Wiring, Spare, 15 A 12V DC 3rd	6
100	0010001		Qty, - 06	0
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - TBD	
137	0763646		Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf	1
			System Of Measurement - US Customary	
138	0734854		Collision Mitigation, Not Requested	1
139	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
140	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01	
			Location, Antenna Mount - Right Side	
141	0653533		Camera, Pierce, 7" LCD, Rear Camera Only	1
4.40	0000740		Location, Camera Monitor - Driver Side In Custom Dash	
	0683718		Recess, Rear Vision Camera Into Lightstick Housing	1
	0624249		Electrical Power/Signal Protection & Control, Saber FR	1
	0624260		Electrical System, Saber FR	1
	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
	0008621		Battery System, Single Start, All Custom Chassis	1
	0002698		Battery Compartment, Saber/Enforcer	1
	0531315		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR	1
149	0012782		Location, Charger, Front Left Side Body Compartment	1
150	0520040		Location, Battery Chrgr/Cmpr - High On Left Wall	4
	0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1
101	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01 Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
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Line Option	Туре	Option Description	Qty
152 0020168		Shoreline Cab Loc, Cab, Saber FR	1
		Location, Shoreline(s) - DS Cab Step Area	
153 0647729		Alternator, 320 amp, Delco Remy 40SI	1
154 0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
155 0780484		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel	1
156 0617114		Light, Directional, WIn M6T LED Arrow, Above Headlights, Saber/Enforcer	1
157 0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
158 0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
		Light Guard - No Guards	
159 0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
160 0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
161 0564683		Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	1
160 0561474		Color, Lens - Colored	4
162 0561471		Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing	1
163 0664481		Bracket, License Plate & Light, P25 LED	1 1
164 0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
165 0589905		Alarm, Back-up Warning, PRECO 1040	1
166 0626588 167 0617901		Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1 1
			•
168 0626579		Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step	1
169 0556360		Control, Perimeter Lts - Parking Brake Applied Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
170 0775741	SP	Light, HiViz FT-SL-30-*-*, FRC Pole Mt, 2nd	1
110 0110141	01	Location, Lights - Right side rear cab	I
		Qty, - 01	
		Control, Scene Lts - Cab Sw Panel DS	
		Color, Lt Housing HiViz - Black	
		Scene Light Optics - Flood/Spot	
		Poles, FRC - Side Mnt Push Up, 530	
171 0775743	SP	Light, HiViz FT-SL-30-*-*, FRC Pole Mt, 1st	1
		Location, Lights - Left side rear cab	
		Qty, - 01	
		Control, Scene Lts - Cab Sw Panel DS	
		Color, Lt Housing HiViz - Black	
		Scene Light Optics - Flood/Spot Poles, FRC - Side Mnt Push Up, 530	
172 0783158		Light, Visor, HiViz LED, FT-B-72-*-*, Cnt Feature	1
		Control, Scene Lts - Cab Sw Panel DS	
		Color, Lt Housing HiViz - Black	
		Scene Light Optics - Flood/Spot	
173 0733343		Lights, HiViz FT-GESM* LED 1st	2
		Location - LS and RS rear body as high as possible	
		Qty, - 02	
		Control, Scene Lts - Cab Sw Panel DS, Body Switch, DS Rear Bulkhead	
		and Reverse Signal with Emaster	
174 0532358		Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
175 0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
		Control, Hose Bed Lts - Cup Switch At Rear	
176 0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
177 0787447		Lights, Walk Surf, Dual LED Light Strips, Cargo Area, Bdy Stp Lt	1
178 0693714		Pumper, Long, Aluminum, 2nd Gen, Saber/Commercial	1
179 0632361		No Additional Florida Discount - w/Saber FR Chassis	1
180 0554271		Body Skirt Height, 20"	1
181 0025647		Tank, Water, 1000 Gallon, Poly, Long, New York Style	1
182 0003405		Overflow, 4.00" Water Tank, Poly	1
183 0028104		Foam Cell Required	1
184 0635329		Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1
185 0633066		Sleeve, Through Tank	1
		Qty, Sleeve - 1	
		Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
186 0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
187 0003429		Not Required, Direct Tank Fill	1
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Line	Option	Туре	Option Description	Qty
188	0003424		Not Required, Dump Valve	1
189	0048710		Not Required, Jet Assist	1
190	0030007		Not Required, Dump Valve Chute	1
191	0514778		Not Required, Switch, Tank Dump Master	1
192	0709973		Hose Bed, Aluminum, Pumper, New York Style, Saber/Commercial	1
			Material Trim/Scuffplate - b) S/S, Brushed	
			Finish, Inside of Hose Bed - Unpainted - DA Finish	
			Finish, Inside of Cargo Area - Unpainted - DA Finish	
193	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 250' of 2.5"DJ / 250' of 2.5DJ / 1000' of 5" LDH /	
10/	0083488		500' of 3"DJ Divider, Hose Bed, .25" Unpainted	3
134	0000-00		Qty, Hosebed Dividers - 3	0
195	0530804		Cover, Hose Bed, Alum Treadplate	1
	0538045		Flap, Rear of Alum Hose Bed Cover, Vinyl, Paddle Seat Belt Buckles	1
			Color, Vinyl Cover - a) red	
197	0013512		Running Boards, 12.75" Deep	1
198	0634582	SP	No Tailboard Required	1
199	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
200	0003531		Tow Bar, Under Tailboard	1
201	0003561		Construction, Compt, Alum, Pumper	1
202	0594011		LS 171" Rollup, Full Height & Depth Front & Rear	1
203	0594009		RS 171" Rollup, Full Height Front & Rear, FDLER	1
204	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
	0098470		Compt, Flush Rear, Rollup, 30.75" FF, 25.88" D	1
206	0692746		Door, Gortite, Rollup, Rear Compartment	1
			Color, Roll-up Door, Gortite - Satin finish	
207	0554005		Latch, Roll-up Door, Gortite - Non-Locking Liftbar	4
	0554995		No Body Modification Required	1 7
208	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	1
			Qty, Door Accessory - 07	
209	0616670		Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1 Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
200	0010010		Qty, - 07	•
			Location, Compartment Lights - All Body Compts	
210	0613718		Access Door, Cargo Compt, LS, Spring Hinged, Vert Hinged	1
			Door, Material & Finish, Storage - Aluminum Treadplate	
			Hinge Location - Forward	
211	0709477		Access Door, Cargo Compt, RS, Spring Hinged, Vert Hinged	1
			Door, Material & Finish, Storage - Aluminum Treadplate	
~ ~ ~	0007440		Hinge Location - Forward	•
212	0687146		Shelf Tracks, Painted	6
			Qty, Shelf Track - 06	
213	0600350		Location, Shelf Track - LS1, LS2, LS3, RS1, RS3 and B1 Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	7
210	0000000		Qty, Shelf - 07	,
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - LS1-Centered, LS2-Centered, LS1	
			-Lower Third, LS1-Upper Third, LS3-Lower Third Left of Partition, LS3-Upper	
			Third Left of Partition and LS1-Upper Third Right of Partition	
214	0616918		Tray, Floor Mounted, Slide-Out, 500lb, High/Special Side Height, 2G	1
			Qty, - 01	
			location - LS1 - Left of Partition	
			Material - paint to match compt interior	
			Tray, Side Height, Front - 2" Tray, Side Height, Rear - 2"	
			Tray, Side Height, Right & Left - 24"	
215	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1
			Qty, - 01	
			Location, Tray Slide-Out, Floor Mounted - LS1 - Right of Partition	
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Line Option	Туре	Option Description	Qty
215		Material Finish, Tray - Painted - Spatter Gray	
216 0567369		Toolboard, Slide-out, Alum, .188", No Holes	1
		location - LS3 Qty - 1	
		Mounting, Toolboard - Adjustable side-side	
		Finish, Pegboard/Toolboard - Painted - Spatter Gray	
217 0600281		Partition, Vertical Compartment, Predefined Locations	3
		Qty, Partition - 03	
		Location, Partition/Toolboard, Predefined - LS1- 24.00" From Forward	
		Door Frame, LS1- 12.00" From Forward Door Frame and LS3- 24.00" From Forward Door Frame	
		Material Finish, Partition - Painted - Spatter Gray	
218 0024016		Rub Rail, Aluminum Extruded, Side & Rear of Body	1
219 0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1
		Material Finish, Fender Liner - Painted	
220 0519849		Not Required, Hose, Hard Suction	1
221 0626229		Handrails, Side Pump Panels, Per Print	1
222 0004126		Handrails, Beavertail, Standard	1
223 0610196		Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed	1
		Handrail Finish - Black Rubber Covered Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar	
224 0636301		Compt, Extinguisher (2) in Fender Panel, Triangular Door	1
		Location, Bracket/comp RS Rearward	
		Qty, - 1	
		Door Finish, Fender Compt - Painted	
		Latch, Air Bottle Compt - Southco C2 Chrome Raised	
005 0057500		Insert, Air Bottle Compt - Rubber Matting	4
225 0657522		Compt, Air Bottle, Triple, Fender Panel	1
		Qty, Air Bottle Comp - 1 Door Finish, Fender Compt - Painted	
		Location, Fender Compt - Triple - RS Fwd	
		Latch, Air Bottle Compt - Southco C2 Chrome Flush	
		Insert, Air Bottle Compt - Rubber Matting	
226 0622393		Compt, Air Pack in Fender Panel	1
		Location, Bracket/comp Left side forward	
		Qty, - 01 Dean Finish, Franka Connet, Deinted	
		Door Finish, Fender Compt - Painted Latch, Air Bottle Compt - Southco C2 Chrome Flush	
		Insert, Air Bottle Compt - Rubber Matting	
227 0654143		Compt, Air Bottle, Single, Common Triple Door (DEF/Fuel), Fender Panel	1
		Door Finish, Fender Compt - Painted	
		Latch, Air Bottle Compt - Southco C2 Chrome Flush	
000 000 100 1		Insert, Air Bottle Compt - Rubber Matting	
228 0004264		Ladder, 24' Alco-Lite PEL-24 2 Sect	1
229 0004266		Ladder, 14' Alco-Lite, PRL-14, Roof	1
230 0049958		Ladders Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Complete, RPH	1
		Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch	
		Hinge Location - Left Side	
231 0733185		Ladder, 10' Alco-Lite Folding FL-10	1
232 0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
		Pike Pole Make/Model - Duo-Safety 10' Pike Pole	
233 0760175		Tube, Pike Pole 8' or Longer, Btwn Tank & S.Sht Ladder Storage	1
		Qty, Pike Poles - 1	
		Location, Left Side, Right Side - Right Side	
234 0602875		Width, Notch, Pike Pole Tube75", Standard Notch Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
201 0002010		Pike Pole Make/Model - Duo-Safety 6' Pike Pole	I I
235 0760247		Tube, Pike Pole 6', Btwn Tank & S.Sht Ladder Storage	1
		Qty, Pike Poles - 1	
		Location, Left Side, Right Side - Right Side	
		Width, Notch, Pike Pole Tube75", Standard Notch	
236 0087631		Trough for D-Handled Pike Pole	1
		Location - Ladder Tunnel	
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236		Qty, Pike Pole Tubes - 01	
237 0785100		Steps, Folding, Front of Body, Cargo Bed Access, Trident	
		Coating, Step - black	
000 0500004		Location, Steps - Full Height Left Side	
238 0592994		Steps, Folding, Rear of Body, w/LED, Trident	
		Coating, Step - black	
239 0649496		Pump, Hale, DSD, 1500 GPM, Single Stage	
240 0011039		Seal, Mechanical, Hale, QFLO/QPAK/8FG-Standard	
241 0014477		Trans, Pump, Hale, Gear	
242 0635600		Pumping Mode, Stationary Only	
243 0604308		Pump Shift, Air w/o Manual Override, Split Shaft, Interlocked, Hale	
244 0003148		Transmission Lock-up, EVS	
245 0004547		Auxiliary Cooling System	
246 0014486		Not Required, Transfer Valve, Stage Pump	
247 0777650		Valve, Relief Intake, Akron	
		Pressure Setting - 150 psig	
		Intake Relief Valve Control - Behind Right Side Pump Panel	
248 0527225		Controller, Pressure, FRC, INCONTROL, TGA400, Control Knob	
249 0072153		Primer, Trident, Air Prime, Air Operated	
250 0780364		Manuals, Pump, (2) Total, Electronic Copies	
251 0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	
252 0795135		Plumbing, Stainless Steel, w/Foam System	
253 0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	
254 0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	
255 0014650		Pump Suction Tube(s), Short, All	
256 0084610			
		Valves, Akron 8000 series- All	
257 0004660		Inlet (1), Left Side, 2.50"	
258 0029147		Not Required, Inlet, Right Side	
259 0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	
		Qty, Inlets - 2	
260 0505132		Anode, Zinc, Pair, Pump, 1-Inlet & 1 Discharge Side	
261 0004700		Control, Inlet, at Valve	
262 0092569		No Rear Inlet (Large Dia) Requested	
263 0092696		Not Required, Cap, Rear Inlet	
264 0064116		No Rear Inlet Actuation Required	
265 0009648		No Rear Intake Relief Valve Required on Rear Inlet	
266 0092568		No Rear Auxiliary Inlet Requested	
267 0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	
268 0632803		Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, Use w/Hale DSD Pumps Only,	
		PMFD	
269 0004905		Outlet, Tank Fill, 1.50"	
270 0004940		Outlet, Left Side, 2.50"	
		Qty, Discharges - 02	
271 0092570		Not Required, Outlets, Left Side Additional	
272 0004945		Outlet, Right Side, 2.50"	
		Qty, Discharges - 01	
273 0011668		Outlet, Right Side, 3" w/3" Plumbing, Handwheel Control, (added)	
		Qty, Discharges - 01	
274 0029137		Not Required, Outlet, Large Diameter	
275 0648503		Outlets, (2) Crosslays, Under Slung Bumper, Open Ends, 1.50" w/2" Plumbing	
		Capacity, Hose Bed 1 - 150' of 1.75"	
		Capacity, Hose Bed 2 - 200' of 1.75"	
		Drain, Front Outlet - Automatic	
		Grating, Bumper Crosslay - Grating, None	
276 0634508		Cover, Aluminum Treadplate, Side Doors, Under Slung Bumper Crosslays	
		Type of fastener - Butterfly latch on each side	
277 0004995		Outlet, Rear, 2.50"	
		Qty, Discharges - 01	
		Location, Outlet - b) left side	
278 0092574		Not Required, Outlet, Rear, Additional	
279 0092573		Not Required, Outlet, Hose Bed/Running Board Tray	
280 0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	

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Line O	Option	Туре	Option Description	Qty
281 0	563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
282 0	005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
	035094		Not Required, Elbow, Left Side Outlets, Additional	1
	025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
285 0	035102		Elbow, Right Side Outlets, 45 Degree, 3.00" FNST x 2.50" MNST, VLH, Additional	1
			Qty, Discharges - 01	
286 0	045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
287 0	085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
288 0	007308		Not Required, Elbow, Large Diameter Outlet	1
289 0	062133		Control, Outlets, Manual, Pierce HW if applicable	1
290 0	055107		Outlet, 3.00" Deluge Riser, Akron Valve, Handwheel	1
291 0	029302		No Monitor Requested	1
292 0	029304		No Nozzle Reg'd	1
293 0	005070		Deluge Mount, NPT	1
294 0	025140		Not Required, 1.50" Crosslays	1
	029196		Not Required, 2.50" Crosslay	1
	500535		Not Required, Hose Restraint, Crosslay	1
	029260		Not Required, Speedlays	1
	750536		Hose Restr, Spdly, Not Required, No Spdly	1
	005248		Reel, Booster - Rear Compt., Steel, Roll-up Door	1
			Finish, Reel - Painted Gray	
300 00	005279		Switch, Reel Rewind - One at Reel	1
301 0	015300		No booster Hose Required (1) Reel	1
	005244		Capacity, Hose Reel 200' of 1"	1
303 0	007428		Nozzle for Booster Reel Not Reg'd	1
304 0	065417		Foam Sys, FoamPro 1600, (Single Agent)	1
			Discharge - Front Bumper Crosslay 1, Front Bumper Crosslay 2, Rear	
			Discharge, Hose Reel	
			Amount of Disc. W/Foam - 4	
	012126		Not Required, CAF Compressor	1
	552517		Not Required, Refill, Foam Tank	1
307 0	755781		Foam Outlet(s), 1.00", Cam-Lock, Location, With 0.25" Flush	1
			Location - Left side Pump Panel	
			Qty, Foam Outlets - 01	
	~~~~~		Location 2 - N/A	
	031896		Demonstration, Foam System, Dealer Provided	1
309 00	055332		Foam Cell, 15 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
210.0	091036		Foam, Brand Name - National Drain, 1.00" Foam Tank #1	1
	725988	SP	Foam Cell #2, 10 Gallon, Plumb to Foam Outlet at LS Panel	1
311.0	120900	3F		I
			Type of Foam - Class "B" Foam, Brand Name - National	
312.00	091041		Drain, 1.00" Foam Tank #2	1
	007545		Pump House, Side Control, 45", Control Zone	1
	746444		Approval Dwg, Color And Label Tags Only	1
	032479		Pump Panel Configuration, Control Zone	1
	629252		Material, Pump Panels, Side Control Black Vinyl	1
010 0	020202		Material Finish, Pump Panel, Side Control - Black Vinyl	•
			Material, Pump Panel, Side Control - Aluminum	
317 0	005578		Panel, Pump Access - Right Side Only	1
	037731		Pump House Structure, Raised, Included with Ladder Storage	1
	583824		Light, Pump Compt, WIn 3SC0CDCR LED White	1
2.0.0			Qty, - 01	•
320 0	586382		Gauges, Engine, Included With Pressure Controller	1
	005601		Throttle, Engine, Incl'd w/Press Controller	1
	739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
	549333		Indicators, Engine, Included with Pressure Controller	1
	745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
	080713		Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"	1
	709838		Not Required, Gauges, Vac/Pressure, FRC Incontrol 400 Series	1
	511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
			April 12 2021 DOEC Mato	
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Line O	ption	Туре	Option Description	Qty
328 07	757359		Gauge, Water Level, Class 1, Remote Module Driver	1
			Activation, Water Level G - pb) parking brake is applied	
329 07	750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
	062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
	593161		Light Shield, S/S LED	1
332 07	793576		Air Horns, (2) Grover, Stutter Tone, 2040 Rect, Through Underslung Bumper	1
333 06	606834		Flange Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
	036061		Control, Air Horn, DS Ft Sw, PS Push Button Engine Tunnel	1
	525667		Siren, Win 295SLSA1, 100 or 200 Watt	1
	510206		Location, Elect Siren, Recessed Overhead In Console	1
000 00	510200		Location, Elec Siren - Overhead, DS Inside Sw Phl	
337 00	076157		Control, Elec Siren, Horn Ring	1
	601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
550 00	001000		Connection, Speaker - siren head	
339 06	601556		Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame, Inbrd (Pos 6)	1
	016080		Siren, Federal Q2B	1
	656160		Location of Siren, Recessed in Under Slung Bumper, w/Enclosure	1
071 00	000100		Location, Siren, Mech - a) Left	
342 00	026170		Control, Mech Siren, DS Foot Sw, PS Push Button	1
	726839	SP	Sw, Siren Brake, Momentary Red Rocker, Location, Hardwire	1
0.0.01	. 20000	0.	Location - RS overhead switch panel	
344 07	740834		Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1
	746353		Not Required, Warning Lights Intensity	1
	600960		Lightbar, WIn, Freedom IV-D, 81", RRRRRWRRROptRRRWRRRRR	1
0.0.00			Opticom Priority - b) High	
			Opticom Activation - E-Master	
			Momentary Opticom Activation - No Activation	
			Filter, Whl Freedom Ltbrs - Colored Filters	
347 00	016380		No Additional Lights Req'd, Side Zone Upper	1
348 06	602583		Lights, Front Zone, WIn 6RB* M6** M6** 6RB* LED, 4lts Q Bezel	1
			Color, Lens, LED's - m)match LED's	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - r) DS Front Inside Red	
			Color, Lt PS Front Inside - r) PS Front Inside Red	
349 07	738370	SP	Lights, Side Zone Lower, WIn M6** LED, Colored Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - c)each side, front cab corner	
			Color, Lens, LED's - m)match LED's	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Over Rear Wheels	
350 06	652015		Lights, Door Interior Flash, 4 Dr Cab, WIn T0*00F*R LED, 2" Rnd Grmt Mnt	1
			Color, Lights, Warning - gla) red	-
			Color, Lens, LED's - c)clear	
351 06	672937		Lights, Side, WIn WIONSMC* LED, Chrome Flange, Mounted In Rub Rail, 1st	2
			Location, Lights - Rearward under compartment RS1 and Forward under	
			compartment RS3	
			Qty, - 02	
			Color, Lights, Warning - gla) red	
			Control, Light - b) side warning	
352 06	672936		Lights, Side, WIn WIONSMC* LED, Chrome Flange, Mounted In Rub Rail, 2nd	2
			Location, Lights - Rearward under compartment LS1 and Forward under	
			compartment LS3	
			Qty, - 02 Color Lighte Warping, glo) red	
			Color, Lights, Warning - gla) red	
			Control, Light - b) side warning	

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ine (	Option	Туре	Option Description	Qt
	0564654		Lights, Rear Zone Lower, WIn M6* LED, Colored Lens, For Tail Light Housing	
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - r) PS Rear Lt Red	
354 (	0747386		Lights, Rear, Win 6RB** LED, Features 1st	:
			Location - Left and Right Side cemtered above taillight bezel and top of	
			body	
			Color, Light - ae) red	
			Qty, - 02	
			Control, Light - a) rear upper warning	
			Color, Lens, LED's - m)match LED's	
255	0500500		Color, Trim - Chrome Trim	
355 (	0596586		Lights, Rear/Side Up Zone, WIn M9* Side, M6* Rear, Lens Feature, 4 Lts	
			Color, Lens, LED's - m)match LED's	
			Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
			Color, Lt, Side Rear Upper PS - Side Rear Upper Red	
			Color, Lt, Rear Upper DS - r) DS Rear Upper Red Color, Lt, Rear Upper PS - r) PS Upper Rear Red	
356 (	0006551		Not Required, Lights, Rear Upper Zone Blocking	
	0006615		Mtg, Rear Warn Lts, On Top of Compt	
JOB (	0779689		Light, Traffic Directing, WIn TANF85 1-500 Brake Cntr, 50.75" Long LED	
250 (	0590662		Activation, Traffic Dir L - Control Head Only Location, Traf Dir Lt, Over Bed Between Body Shts, On Cross Tube, Recessed	
	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	
361 (	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	
			Qty, - 02	
			Location 1 - TBD	
			AC Power Source - Shoreline	
262 (	0510024		Cover, Receptacle - Interior SS Wall Plate(s)	
	0519934		Not Required, Brand, Hydraulic Tool System	
	0649753		Not Required, PTO Driven Hydraulic Tool System	
364 (	0007150		Bag of Nuts and Bolts	
005	0000540		Qty, Bag Nuts and Bolts - 1	
365 (	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	
366 (	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	
	0027023		No Strainer Required	
	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire	
000 (	0002000		Department	
369 (	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire	
			Dept	
370 (	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	
371 (	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	
372 (	0607712		Paint Process / Environmental Requirements	
373 (	0601367		Paint, Single Color, Saber PMFD	
			Paint Color, Saber, PMFD - 161 RED	
374 (	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	
			Paint Color, Frame Assembly, Predefined - Standard Black	
375 (	0693797		No Paint Required, Aluminum Front Wheels	
376 (	0693792		No Paint Required, Aluminum Rear Wheels	
377 (	0733739		Paint, Axle Hubs	
			Paint, Axle Hub - Black #101	
378 (	0007230		Compartment, Painted, Spatter Gray	
	0544087		Reflective Band, 6"	
			Color, Reflect Band - A - e) black	
380 (	0007356		Reflective across Cab Face	
	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	
			Color, Rear Chevron DG - fluorescent yellow green	
382 (	0679883		Stripe, Printed Effect Gold Leaf Outline Above & Below Reflective Band	
	0669643		Stripe, Reflective, Inside Aluminum Rub Rail	
			Color, Reflect Band - A - e) black	
			Qty, -04	
384 (	0545179		Stripe, Diamond Grade, Chevron, Front Bumper	
			Size, Chevron Striping - 06 Color, Chevron DG - Yellow Green, Fluorescent	

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384 385	0550450		
385		Color, Chevron DG - B - Red	
	0552453	Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
		Color, Reflect Band - A - p) fluorescent yellow green diamond grade Size, Chevron Striping - 04	
		Color, Reflect Chev - A - r) red diamond grade	
386	0027372	Lettering Specifications, (GOLD STAR Process)	1
387	0685690	Lettering, Printed Effect Gold Leaf, 3.00", (41-60)	1
000	0005554	Outline, Lettering - Outline	0
388	0685554	Lettering, Printed Effect Gold Leaf, 6.00", Each	6
		Qty, Lettering - 06 Outline, Lettering - Outline	
389	0685553	Lettering, Printed Effect Gold Leaf, 6.00", (1-20)	1
		Outline, Lettering - Outline	
390	0684221	Emblem, Maltese Cross, Printed Effect Gold Leaf, 12"-14", Pair	1
		Qty, - 01	
201	0747784	Location, Emblem - Front Cab doors Emblem, American Flag Painted on Cab Grille, Saber Chassis, PMFD	1
	0772003	Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
552	0112003	Qty, - 01	
393	0772037	Manual, Chassis Service, USB Flash Drive, Custom	1
		Qty, - 01	
394	0773381	Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
	0030008	Warranty, Basic, 1 Year, Apparatus, WA0008	1
	0696698	Warranty, Engine, Cummins, 5 Year, WA0181	1
	0684952	Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
	0596017	Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
	0733309	Warranty, Axle, 5 Year, Meritor, General Service, WA0384	1
	0733306	Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
	0652758	Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
	0019914 0595813	Warranty, Structure, 10 Year, Custom Cab, WA0012 Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
	0695416	Warranty, Pierce Camera System, WA0188	1
	0647720	Warranty, Pierce LED Strip Lights, WA0203	1
	0046369	Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
	0685945	Warranty, Transmission Cooler, WA0216	1
	0688798	Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
409	0596025	Warranty, Structure, 10 Year, Body, WA0009	1
410	0693127	Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
411	0639211	Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0248	1
412	0648675	Warranty, 10 Year S/S Pumbing, WA0035	1
	0641372	Warranty, Foam System, Not Available	1
	0595820	Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
	0595421	Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
	0683627	Certification, Vehicle Stability, CD0156	1
	0736238	Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2021	1
	0686786	Certification, Power Steering, CD0098 Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
	0631980 0631973	Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
	0631978	Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
	0556828	Certification, Electric Window, Not Available	1
	0631977	Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
	0735949	Certification, Cab HVAC System Performance, SFR/Enf,	1
		CD0165/CD0167/CD0174/CD0175	
	0545073	Amp Draw Report, NFPA Current Edition	1
	0002758	Amp Draw, NFPA/ULC Radio Allowance	1
	0799248	Appleton/Florida BTO	1
	0000017		1
	0000012	PIERCE CHASSIS	1
	0004713 0046395	ENGINE, OTHER EVS 3000 Series TRANSMISSION	1
	0046395	HALE PUMP	1
	0020012	POLY TANK	1

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Line Option	Туре	Option Description	Qty
434 0028048		FOAM SYSTEM	1
435 0020006		SIDE CONTROL	1
436 0020007		AKRON VALVES	1
437 0020015		ABS SYSTEM	1
438 0755450		PIERCE MFG BODY	1

Pierce.
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# **Proposal Option List**

Customer: Representa Organizatio Requiremen Description Body: Chassis: Line Optio	n: nts Manager: :	Greater NaplesBid Number:Huovinen, EricJob Number:Ten-8 Fire & Safety, LLCNumber of Units:Greater Naples Saber PumperBid Date:Pumper, Long, Aluminum, 2nd Gen, Saber/CommercialStock Number:Saber FR ChassisPrice Level:Lane:Lane:	753 5 03/08/2021 40 (Current: 40) Qty
1 00740	80	Build-to-Order, Pierce Florida Product - 2nd Gen Pumper	1
2 07666		Boiler Plates, Pumper	1
		Fire Department/Customer - Greater Naples Operating/In conjunction W-Service Center - In Conjunction Miles - 25 Miles Number of Fire Dept/Municipalities - 20 Bidder/Sales Organization - Ten-8 Fire & Safety LLC. Delivery - Delivery representative Dealership/Sales Organization, Service - Ten-8 Fire & Safety LLC.	
3 06617	'94	Single Source Compliance	1
4 05844		Manufacture Location, Bradenton, Florida	1
5 05844		RFP Location: Bradenton, Florida	1
6 05886		Vehicle Destination, US	1
7 06107	-	Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
8 05333		Pumper/Pumper with Aerial Device Fire Apparatus	1
9 05886		Vehicle Certification, Pumper	1
10 05684		Agency, Apparatus Certification, Pumper/Tanker, Third Party, PMFD	1
11 07336		Consortium, NPPGov (LOC)	1
12 05373 13 05293		Unit of Measure, US Gallons	1
13 05293		Bid Bond, 10%, Pierce Built Chassis Performance Bond, 100% Req'd (Statement by Rep)	1
15 00000		Approval Drawing	1
16 00029		Electrical Diagrams	1
17 06324		Saber FR Chassis	1
18 06290		Chassis Discount, Saber FR	1
19 00001		Wheelbase	1
		Wheelbase - 204.00	
20 00000	070	GVW Rating	1
		GVW rating - 45,000	
21 06497	'13	Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
22 06483		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
23 06306		Axle, Front, Meritor FL-941, 18,000 lb (385 Tires) Saber FR/Enforcer	1
24 06378		Suspension, Front, Standens, Taper Leaf, 18,000 lb, Saber FR/Enforcer	1
25 07787		Shock Absorbers on Front Axle, Koni Model 90, Saber FR	1
26 00003		Oil Seals, Front Axle	1
27 06775		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	
28 00196		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
29 05304		Axle, Rear, Meritor RS25-160, 27,000 lb, Saber/Enforcer	1
30 05442 31 05653		Top Speed of Vehicle, 68 MPH Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
31 03033		Oil Seals, Rear Axle	1
33 05820		Tires, Rear, Goodyear, G291, 315/80R22.50, 20 ply, Single	1
34 00196		Wheels, Rear, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot, Single	1
35 05680		Tire Balancing, Counteract Beads	1
36 06205		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle	1
37 00032		Qty, Tire Pressure Ind - 6 Axle Hub Covers w/center hole, S/S, Front Axle	1
38 00579		Covers, Lug Nut, Chrome	1
39 00020		Mud Flap, Front and Rear, Pierce Logo	1
40 06024		Chocks, Wheel, Pumper, NFPA, Provided by Fire Department, NFPA 2016	1
41 05446		Mounting Brackets, Chocks, Provided by Fire Department	1

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Line	Option	Туре	Option Description	Qty
42	0010670		ABS Wabco Brake System, Single rear axle	1
43	0508676		Brakes, Meritor, EX225, 17", Disc Plus, Front	1
44	0000740		Brakes, Meritor, Cam, Rear, 16.50 x 8.63"	1
	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
	0000790		Brake Lines, Nylon	1
	0000854		Air Inlet, w/Disconnect Coupling	1
	0000004			1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
50	0003155		Qty, Air Coupling (s) - 1 Compressor, Air, Kussmaul 091-9B-1, 120V Brake System	1
50	0003133			1
51	0630456		Location - Top of L3 Behind Roll Up door Valve, 2nd Prk Brk Control, Officer side, Saber FR/Enforcer	1
	0615609		Fittings, Compression Type, Entire Apparatus, Single Rear Axle	1
	0736437		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2021, Saber FR/Enforcer	1
	0001244		High Idle w/Electronic Engine, Custom	1
55	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
59	0788765		Radiator, Saber FR/Enforcer	1
60	0657980		Cooling Hoses, Gates Silicone - Custom	1
61	0770792		Fuel Tank, 65 Gallon, Left Side Fill, Common Air Bottle Door	1
			Finish - Painted, Job Color	
62	0001129		Lines, Fuel	1
63	0662965		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1
64	0723716		Fuel Priming Pump, Electronic, Cummins	1
65	0552712		Not Required, Shutoff Valve, Fuel Line	1
	0699437		Cooler, Chassis Fuel, Not Req'd.	1
	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
	0684459		Transmission Oil Cooler, Modine, External	1
	0024895		Mode, Downshift, Aggressive downshift to 2nd, w/engine brake, 5 speed	1
	0027843		Fluid, 3000 Series Trans, Allison Approved TES-295 Synthetic, IPOS, Custom	1
	0027843			1
			Driveline, Spicer 1710	1
	0637248		Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1
	0509229		Steering Wheel, 2 Spoke	1
75	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Greater	
			Text, Row (2) Two - Naples	
=0			Text, Row (3) Three - Fire Rescue	
76	0606299		Bumper, 26" Extended, Under Slung, Painted, Recessed Xlays/Trays,12" H, SFR/Enf	1
77	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
	0002270		Tow Hooks, Chrome	1
	0632360		Cab, Saber FR, 7010	
-				1
	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
82	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
~~	0044004		Material, Exterior Rear Wall - Painted	
	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
	0636939		Grille, Polished Stainless Steel, Front of Cab, Saber	1
	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
86	0015440		No Chrome Molding, On side of cab	1
87	0697030		Mirrors, Ramco, 6001PCHR, Heated/Remote, w/Heated/Remote Convex, Cab	1
	0=0/==		Corner Mnt	-
	0564773		Riser, Ramco Mirror, 3.00", Pair	1
89	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
91	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1
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Line	Option	Туре	Option Description	Qty
92	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
-	0634786		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
	0002141		Fenders, s/s on cab - Saber/Enforcer	1
	0042105		No Windows, Side of Crew Cab	1
	0012090		Not Required, Windows, Front/Side of raised roof	1
	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
99	0651515		Window Protector Bars, Knurled, Crew Doors, 2" Above Window Sill Plate	1
100	0729300		Cab Air Filtration, Active Air, CAPS Commuter, 12v DC, LS	1
			LED Indicator Light - No	
			Qty, Active Air, PHI Cell - No Additional	
101	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing50"	
400	0750004		Material Finish, Cab Interior - Painted	4
102	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - f) Vinyl - Crimson Red	
			Engine Tunnel Cover - Crimson Red Vinyl Cab Interior Rear Wall Material - Painted Aluminum	
103	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
100	0/00000		Color, Cab Interior Paint - d) red	,
104	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
	0741237		HVAC, Saber/Enforcer, CARE	1
100	01 11201		HVAC System, Filter Access - Removable Panel	·
			Auxiliary Cab Heater - None	
			HVAC System, Control Loc Panel Position #12	
106	0624005		Sun Visor, Vinyl/Fabric, AXT, Dash CF, Qtm, Saber FR/Enforcer	1
			Sun Visor Retention - No Retention	
			Sun Visor, Vinyl/Fabric - Vinyl	
107	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
108	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
109	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
110	0583039		Not Required, Side Roll and Frontal Impact Protection	1
111	0622619		Seating Capacity, 4 Seats	1
112	0632962		Seat, Driver, Bostrom, Sierra, Air Ride, High Back, Saber FR/Enforcer	1
			Bostrom, Zip Clean Cover - (0) None	
113	0632917		Seat, Officer, Bostrom 450, Air Ride, SCBA, Saber FR/Enforcer	1
			Bostrom, Zip Clean Cover - (0) None	
	0002517		Not Required, Radio Compartment	1
115	0723185	SP	Cabinet, Rear Facing, LS, 23 W x 53 H x 26.75 D, Lap, Sp. H Ext Acc, SFR/Enf	1
			Light, Short Cabinet - Pierce, Exterior, Left Side	
			Scuffplate, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (3) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Non-Locking	
			Door, Exterior Stop - Bumper Door, Cab Interior Cabinet - Lap, IB, (2) D-Ring, Non-Locking	
			Louvers, Cabinet - 0-No Louvers	
116	0102783		Not Required, Seat, Rr Facing C/C, Center	1
	0723183	SP	Cabinet, Rear Facing, RS, 22 W x 53 H x 26.75 D, Lap, Sp. H. Ext Acc, SFR/Enf	1
	0.20.00	•	Light, Short Cabinet - Pierce, Exterior, Left Side	
			Scuffplate, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (3) Shelves, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Locking #1250	
			Door, Exterior Stop - Bumper	
			Door, Cab Interior Cabinet - Lap, IB, (2) Latches, Non-Locking	
			Louvers, Cabinet - 0-No Louvers	
	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
119	0632595		Seat, Forward Facing C/C, Center, (2) Bostrom 450, SCBA, Saber FR/Enforcer	1
400	0400405		Bostrom, Zip Clean Cover - (0) None	
120	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1

Line	Option	Туре	Option Description	Qty
121	0042359		Upholstery, Seats In Cab, All Vinyl, Bostrom, CARE	4
			Color, Cab Interior Vinyl/Fabric - d) Red	
			Qty, - 04	
122	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	3
			Qty, - 03	
123	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
125	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
126	0602637		Control, Dome Lt Color - Lens Switch Portable Hand Light, Provided by Fire Dept, Pumper NFPA 2016 Classification	1
	0630605		Cab Instruments, Ivory Gauges, Chrome Bezels, Saber FR/Enforcer	1
	000000		Emergency Switching - Individual Switches	•
128	0002544		Air Restriction Indicator - Pierce Chassis	1
	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
130	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
131	0754774		Switching, Cab Instrument Lower Console & Overhead, Rocker, Saber	1
132	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
133	0548006		Wiring, Spare, 15 A 12V DC 2nd	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - LS & RS EMS cabinet - Leave 3 ft of coil	
134	0636439		Wiring, Spare, 37.5 A 12V DC, Cust Install Radio, 30A Bat Dir, 7.5A Ign & Grnd	1
			Qty, - 01	
405	0540004		Location - Rear of forward facing passenger side ems cabinet	
135	0548004		Wiring, Spare, 15 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug Location, Spare Wiring - Officer Dash	
136	0548007		Wiring, Spare, 15 A 12V DC 3rd	6
100	0010001		Qty, - 06	Ũ
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - TBD	
137	0763646		Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf	1
			System Of Measurement - US Customary	
	0734854		Collision Mitigation, Not Requested	1
	0610240		Vehicle Data Recorder w/Seat Belt Monitor	1
140	0696439		Antenna Mount, Custom Chassis, Cable Routed to Instrument Panel Area	1
			Qty, - 01	
	0050500		Location, Antenna Mount - Right Side	4
141	0653533		Camera, Pierce, 7" LCD, Rear Camera Only	1
110	0683718		Location, Camera Monitor - Driver Side In Custom Dash Recess, Rear Vision Camera Into Lightstick Housing	1
	0624249		Electrical Power/Signal Protection & Control, Saber FR	1
	0624249		Electrical System, Saber FR	1
	0024200		-	1
	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud Battery System, Single Start, All Custom Chassis	1
	0008621		Battery Compartment, Saber/Enforcer	1
	0531315		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR	1
	0012782		Location, Charger, Front Left Side Body Compartment	1
149	0012702			I
150	0530949		Location, Battery Chrgr/Cmpr - High On Left Wall Location, Bat Chrg Ind, Driver's Seat Riser	1
	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
101	2010001		Qty, - 01	1
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
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Line Option	Туре	Option Description	Qty
152 0020168		Shoreline Cab Loc, Cab, Saber FR	1
		Location, Shoreline(s) - DS Cab Step Area	
153 0647729		Alternator, 320 amp, Delco Remy 40SI	1
154 0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
155 0780484		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel	
156 0617114		Light, Directional, WIn M6T LED Arrow, Above Headlights, Saber/Enforcer	1
157 0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
158 0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
		Light Guard - No Guards	
159 0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
160 0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
161 0564683		Lights, Tail, WIn M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	1
400 0004 474		Color, Lens - Colored	4
162 0561471		Lights, Backup, WIn M6BUW, LED, For Tail Lt Housing	1
163 0664481		Bracket, License Plate & Light, P25 LED	1 1
164 0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
165 0589905		Alarm, Back-up Warning, PRECO 1040	1
166 0626588 167 0617901		Lights, Perimeter Cab, TecNiq T10-LC00-1 15" LED 4Dr Lights, Perimeter Pump House, TecNiq T10-LC00-1 15" LED 2lts	1 1
		•	•
168 0626579		Lights, Perimeter Body, TecNiq T10-LC00-1 15" LED 2lts, Rear Step	1
169 0556360		Control, Perimeter Lts - Parking Brake Applied Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
170 0775741	SP	Light, HiViz FT-SL-30-*-*, FRC Pole Mt, 2nd	1
110 0115141	01	Location, Lights - Right side rear cab	I
		Qty, - 01	
		Control, Scene Lts - Cab Sw Panel DS	
		Color, Lt Housing HiViz - Black	
		Scene Light Optics - Flood/Spot	
		Poles, FRC - Side Mnt Push Up, 530	
171 0775743	SP	Light, HiViz FT-SL-30-*-*, FRC Pole Mt, 1st	1
		Location, Lights - Left side rear cab	
		Qty, - 01	
		Control, Scene Lts - Cab Sw Panel DS	
		Color, Lt Housing HiViz - Black	
		Scene Light Optics - Flood/Spot Poles, FRC - Side Mnt Push Up, 530	
172 0783158		Light, Visor, HiViz LED, FT-B-72-*-*, Cnt Feature	1
		Control, Scene Lts - Cab Sw Panel DS	
		Color, Lt Housing HiViz - Black	
		Scene Light Optics - Flood/Spot	
173 0733343		Lights, HiViz FT-GESM* LED 1st	2
		Location - LS and RS rear body as high as possible	
		Qty, - 02	
		Control, Scene Lts - Cab Sw Panel DS, Body Switch, DS Rear Bulkhead	
		and Reverse Signal with Emaster	
174 0532358		Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
174 0532358		Lights, Hose Bed, Sides, Dual LED Light Strips	1
175 0045077			I
176 0645677		Control, Hose Bed Lts - Cup Switch At Rear Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
177 0787447		Lights, Walk Surf, Dual LED Light Strips, Cargo Area, Bdy Stp Lt	1
178 0693714		Pumper, Long, Aluminum, 2nd Gen, Saber/Commercial	1
179 0632361		No Additional Florida Discount - w/Saber FR Chassis	1
180 0554271		Body Skirt Height, 20"	1
181 0025647		Tank, Water, 1000 Gallon, Poly, Long, New York Style	1
182 0003405		Overflow, 4.00" Water Tank, Poly	1
183 0028104		Foam Cell Required	1
184 0635329		Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1
185 0633066			1
		Qty, Sleeve - 1	•
		Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
186 0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
187 0003429		Not Required, Direct Tank Fill	1
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	Option	Туре	Option Description	Qty
188	0003424		Not Required, Dump Valve	1
189	0048710		Not Required, Jet Assist	1
190	0030007		Not Required, Dump Valve Chute	1
191	0514778		Not Required, Switch, Tank Dump Master	1
192	0709973		Hose Bed, Aluminum, Pumper, New York Style, Saber/Commercial	1
			Material Trim/Scuffplate - b) S/S, Brushed	
			Finish, Inside of Hose Bed - Unpainted - DA Finish	
			Finish, Inside of Cargo Area - Unpainted - DA Finish	
193	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - 250' of 2.5"DJ / 250' of 2.5DJ / 1000' of 5" LDH /	
10/	0083488		500' of 3"DJ Divider, Hose Bed, .25" Unpainted	3
134	0003400		-	5
195	0530804		Qty, Hosebed Dividers - 3 Cover, Hose Bed, Alum Treadplate	1
	0538045		Flap, Rear of Alum Hose Bed Cover, Vinyl, Paddle Seat Belt Buckles	1
	0000010		Color, Vinyl Cover - a) red	
197	0013512		Running Boards, 12.75" Deep	1
	0634582	SP	No Tailboard Required	1
	0690027		Wall, Rear, Smooth Aluminum/Body Material, Flush Rear Wall	1
200	0003531		Tow Bar, Under Tailboard	1
	0003561		Construction, Compt, Alum, Pumper	1
202	0594011		LS 171" Rollup, Full Height & Depth Front & Rear	1
203	0594009		RS 171" Rollup, Full Height Front & Rear, FDLER	1
204	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
205	0098470		Compt, Flush Rear, Rollup, 30.75" FF, 25.88" D	1
206	0692746		Door, Gortite, Rollup, Rear Compartment	1
			Color, Roll-up Door, Gortite - Satin finish	
~~~			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
-	0554995		No Body Modification Required	1
208	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	7
			Qty, Door Accessory - 07	
200	0616670		Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1 Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
203	0010070		Qty, - 07	'
			Location, Compartment Lights - All Body Compts	
210	0613718		Access Door, Cargo Compt, LS, Spring Hinged, Vert Hinged	1
			Door, Material & Finish, Storage - Aluminum Treadplate	
			Hinge Location - Forward	
211	0709477		Access Door, Cargo Compt, RS, Spring Hinged, Vert Hinged	1
			Door, Material & Finish, Storage - Aluminum Treadplate	
			Hinge Location - Forward	
212	0687146		Shelf Tracks, Painted	6
			Qty, Shelf Track - 06	
212	0600350		Location, Shelf Track - LS1, LS2, LS3, RS1, RS3 and B1 Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	7
213	0000350			1
			Qty, Shelf - 07 Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - LS1-Centered, LS2-Centered, LS1	
			-Lower Third, LS1-Upper Third, LS3-Lower Third Left of Partition, LS3-Upper	
			Third Left of Partition and LS1-Upper Third Right of Partition	
214	0616918		Tray, Floor Mounted, Slide-Out, 500lb, High/Special Side Height, 2G	1
			Qty, - 01	
			location - LS1 - Left of Partition	
			Material - paint to match compt interior	
			Tray, Side Height, Front - 2" Tray, Side Height, Rear - 2"	
			Tray, Side Height, Rear - 2 Tray, Side Height, Right & Left - 24"	
215	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides	1
			Qty, - 01	
			Location, Tray Slide-Out, Floor Mounted - LS1 - Right of Partition	
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Line Option	Туре	Option Description	Qty
215		Material Finish, Tray - Painted - Spatter Gray	
216 0567369		Toolboard, Slide-out, Alum, .188", No Holes	1
		location - LS3 Qty - 1	
		Mounting, Toolboard - Adjustable side-side	
		Finish, Pegboard/Toolboard - Painted - Spatter Gray	
217 0600281		Partition, Vertical Compartment, Predefined Locations	3
		Qty, Partition - 03	
		Location, Partition/Toolboard, Predefined - LS1- 24.00" From Forward	
		Door Frame, LS1- 12.00" From Forward Door Frame and LS3- 24.00" From Forward Door Frame	
		Material Finish, Partition - Painted - Spatter Gray	
218 0024016		Rub Rail, Aluminum Extruded, Side & Rear of Body	1
219 0784811		Fender Crowns, Rear, Stainless, w/Removable Liner	1
		Material Finish, Fender Liner - Painted	
220 0519849		Not Required, Hose, Hard Suction	1
221 0626229		Handrails, Side Pump Panels, Per Print	1
222 0004126		Handrails, Beavertail, Standard	1
223 0610196		Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed	1
		Handrail Finish - Black Rubber Covered Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar	
224 0636301		Compt, Extinguisher (2) in Fender Panel, Triangular Door	1
		Location, Bracket/comp RS Rearward	
		Qty, - 1	
		Door Finish, Fender Compt - Painted	
		Latch, Air Bottle Compt - Southco C2 Chrome Raised	
225 0657522		Insert, Air Bottle Compt - Rubber Matting	4
225 0657522		Compt, Air Bottle, Triple, Fender Panel	1
		Qty, Air Bottle Comp - 1 Door Finish, Fender Compt - Painted	
		Location, Fender Compt - Triple - RS Fwd	
		Latch, Air Bottle Compt - Southco C2 Chrome Flush	
		Insert, Air Bottle Compt - Rubber Matting	
226 0622393		Compt, Air Pack in Fender Panel	1
		Location, Bracket/comp Left side forward	
		Qty, - 01 Deer Finish Fonder Compt. Deinted	
		Door Finish, Fender Compt - Painted Latch, Air Bottle Compt - Southco C2 Chrome Flush	
		Insert, Air Bottle Compt - Rubber Matting	
227 0654143		Compt, Air Bottle, Single, Common Triple Door (DEF/Fuel), Fender Panel	1
		Door Finish, Fender Compt - Painted	
		Latch, Air Bottle Compt - Southco C2 Chrome Flush	
220,000,420,4		Insert, Air Bottle Compt - Rubber Matting	4
228 0004264		Ladder, 24' Alco-Lite PEL-24 2 Sect	1
229 0004266 230 0049958		Ladder, 14' Alco-Lite, PRL-14, Roof Ladders Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Complete, RPH	1
200 0049900			I
		Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch	
		Hinge Location - Left Side	
231 0733185		Ladder, 10' Alco-Lite Folding FL-10	1
232 0602877		Pike Pole, Pumper, Provided by Fire Department, NFPA 2016	1
		Pike Pole Make/Model - Duo-Safety 10' Pike Pole	
233 0760175		Tube, Pike Pole 8' or Longer, Btwn Tank & S.Sht Ladder Storage	1
		Qty, Pike Poles - 1	
		Location, Left Side, Right Side - Right Side Width, Notch, Pike Pole Tube75", Standard Notch	
234 0602875		Pike Pole, 6', Pumper, Provided by Fire Department, NFPA 2016	1
		Pike Pole Make/Model - Duo-Safety 6' Pike Pole	·
235 0760247		Tube, Pike Pole 6', Btwn Tank & S.Sht Ladder Storage	1
		Qty, Pike Poles - 1	
		Location, Left Side, Right Side - Right Side	
000 0007004		Width, Notch, Pike Pole Tube75", Standard Notch	4
236 0087631		Trough for D-Handled Pike Pole	1
		Location - Ladder Tunnel	
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	Option	Type Option Description	Qt	
236	705400	Qty, Pike Pole Tubes - 01		
237 (	0785100	Steps, Folding, Front of Body, Cargo Bed Access, Trident		
		Coating, Step - black		
	500004	Location, Steps - Full Height Left Side		
238 (	0592994	Steps, Folding, Rear of Body, w/LED, Trident		
000 0	0040400	Coating, Step - black		
	0649496	Pump, Hale, DSD, 1500 GPM, Single Stage		
	0011039	Seal, Mechanical, Hale, QFLO/QPAK/8FG-Standard		
	0014477	Trans, Pump, Hale, Gear		
	0635600	Pumping Mode, Stationary Only		
243 (	0604308	Pump Shift, Air w/o Manual Override, Split Shaft, Interlocked, Hale		
244 (	0003148	Transmission Lock-up, EVS		
245 (	0004547	Auxiliary Cooling System		
246 0	0014486	Not Required, Transfer Valve, Stage Pump		
247 (	0777650	Valve, Relief Intake, Akron		
		Pressure Setting - 150 psig		
		Intake Relief Valve Control - Behind Right Side Pump Panel		
248 (	0527225	Controller, Pressure, FRC, INCONTROL, TGA400, Control Knob		
249 (	072153	Primer, Trident, Air Prime, Air Operated		
250 0	0780364	Manuals, Pump, (2) Total, Electronic Copies		
	0602512	Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone		
	0795135	Plumbing, Stainless Steel, w/Foam System		
	0004645	Inlets, 6.00" - 1250 GPM or Larger Pump		
	0004646	Cap, Main Pump Inlet, Long Handle, NST, VLH		
	0014650	Pump Suction Tube(s), Short, All		
	0084610	Valves, Akron 8000 series- All		
	0004660	Inlet (1), Left Side, 2.50"		
	0029147	Not Required, Inlet, Right Side		
259 (	0016158	Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"		
	0505400	Qty, Inlets - 2		
	0505132	Anode, Zinc, Pair, Pump, 1-Inlet & 1 Discharge Side		
	0004700	Control, Inlet, at Valve		
	0092569	No Rear Inlet (Large Dia) Requested		
	0092696	Not Required, Cap, Rear Inlet		
264 (	0064116	No Rear Inlet Actuation Required		
265 (	0009648	No Rear Intake Relief Valve Required on Rear Inlet		
266 (	0092568	No Rear Auxiliary Inlet Requested		
267 (	0563738	Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle		
268 0	0632803	Tank to Pump, (1) 3.00" Valve, 4.00" Plumbing, Use w/Hale DSD Pumps Only,		
		PMFD		
	0004905	Outlet, Tank Fill, 1.50"		
270 (	0004940	Outlet, Left Side, 2.50"		
		Qty, Discharges - 02		
271 (	0092570	Not Required, Outlets, Left Side Additional		
272 (	0004945	Outlet, Right Side, 2.50"		
		Qty, Discharges - 01		
273 (	0011668	Outlet, Right Side, 3" w/3" Plumbing, Handwheel Control, (added)		
		Qty, Discharges - 01		
274 (	0029137	Not Required, Outlet, Large Diameter		
275 (	0648503	Outlets, (2) Crosslays, Under Slung Bumper, Open Ends, 1.50" w/2" Plumbing		
		Capacity, Hose Bed 1 - 150' of 1.75"		
		Capacity, Hose Bed 2 - 200' of 1.75"		
		Drain, Front Outlet - Automatic		
		Grating, Bumper Crosslay - Grating, None		
276 (	0634508	Cover, Aluminum Treadplate, Side Doors, Under Slung Bumper Crosslays		
		Type of fastener - Butterfly latch on each side		
277 (	0004995	Outlet, Rear, 2.50"		
		Qty, Discharges - 01		
		Location, Outlet - b) left side		
278 (	0092574	Not Required, Outlet, Rear, Additional		
279 (	0092573	Not Required, Outlet, Hose Bed/Running Board Tray		
280 0	0752097	Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain		

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Line O	ption	Туре	Option Description	Qty
281 05	563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
282 00	005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
283 00	035094		Not Required, Elbow, Left Side Outlets, Additional	
	025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
285 00	035102		Elbow, Right Side Outlets, 45 Degree, 3.00" FNST x 2.50" MNST, VLH, Additional	1
			Qty, Discharges - 01	
286 00	045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
287 00	085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
288 00	007308		Not Required, Elbow, Large Diameter Outlet	1
289 00	062133		Control, Outlets, Manual, Pierce HW if applicable	1
290 00	055107		Outlet, 3.00" Deluge Riser, Akron Valve, Handwheel	1
291 00	029302		No Monitor Requested	1
292 00	029304		No Nozzle Reg'd	1
293 00	005070		Deluge Mount, NPT	1
	025140		Not Required, 1.50" Crosslays	1
	029196		Not Required, 2.50" Crosslay	1
	500535		Not Required, Hose Restraint, Crosslay	1
	029260		Not Required, Speedlays	1
	750536		Hose Restr, Spdly, Not Required, No Spdly	1
	005248		Reel, Booster - Rear Compt., Steel, Roll-up Door	1
			Finish, Reel - Painted Gray	
300 00	005279		Switch, Reel Rewind - One at Reel	1
301 00	015300		No booster Hose Required (1) Reel	1
	005244		Capacity, Hose Reel 200' of 1"	1
303 00	007428		Nozzle for Booster Reel Not Req'd	1
	065417		Foam Sys, FoamPro 1600, (Single Agent)	1
			Discharge - Front Bumper Crosslay 1, Front Bumper Crosslay 2, Rear	
			Discharge, Hose Reel	
			Amount of Disc. W/Foam - 4	
	012126		Not Required, CAF Compressor	1
	552517		Not Required, Refill, Foam Tank	1
307 07	755781		Foam Outlet(s), 1.00", Cam-Lock, Location, With 0.25" Flush	1
			Location - Left side Pump Panel	
			Qty, Foam Outlets - 01	
	004000		Location 2 - N/A	
	031896		Demonstration, Foam System, Dealer Provided	1
309 00	055332		Foam Cell, 15 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
210.00	091036		Foam, Brand Name - National Drain, 1.00" Foam Tank #1	1
	725988	SP	Foam Cell #2, 10 Gallon, Plumb to Foam Outlet at LS Panel	1
511 07	120000	01		
			Type of Foam - Class "B" Foam, Brand Name - National	
312 00	091041		Drain, 1.00" Foam Tank #2	1
	007545		Pump House, Side Control, 45", Control Zone	1
	746444		Approval Dwg, Color And Label Tags Only	1
	032479		Pump Panel Configuration, Control Zone	1
	629252		Material, Pump Panels, Side Control Black Vinyl	1
0.0 00	0_0_0_		Material Finish, Pump Panel, Side Control - Black Vinyl	•
			Material, Pump Panel, Side Control - Aluminum	
317 00	005578		Panel, Pump Access - Right Side Only	1
318 00	037731		Pump House Structure, Raised, Included with Ladder Storage	1
319 05	583824		Light, Pump Compt, WIn 3SC0CDCR LED White	1
			Qty, - 01	
320 05	586382		Gauges, Engine, Included With Pressure Controller	1
321 00	005601		Throttle, Engine, Incl'd w/Press Controller	1
322 07	739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
	549333		Indicators, Engine, Included with Pressure Controller	1
	745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
	080713		Control, Air Horn At Pmp Pnl, Red Button, Labeled "Evacuation"	1
	709838		Not Required, Gauges, Vac/Pressure, FRC Incontrol 400 Series	1
327 05	511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
			Bid #Apstil 13, 2021 BOFC Mtg	7
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Line	Option	Туре	Option Description	Qty
	0757359		Gauge, Water Level, Class 1, Remote Module Driver	1
			Activation, Water Level G - pb) parking brake is applied	
329	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pb) parking brake is applied	
			Location, Water Level Gauge - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
	0593161		Light Shield, S/S LED	1
332	0793576		Air Horns, (2) Grover, Stutter Tone, 2040 Rect, Through Underslung Bumper	1
222	0000004		Flange	
	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
	0036061		Control, Air Horn, DS Ft Sw, PS Push Button Engine Tunnel	1
	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
336	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Inside Sw Pnl	
	0076157		Control, Elec Siren, Horn Ring	1
338	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
	0601556		Location, Speaker, Frt Bumper, Recessed, Left Side, Outside Frame, Inbrd (Pos 6)	1
	0016080		Siren, Federal Q2B	1
341	0656160		Location of Siren, Recessed in Under Slung Bumper, w/Enclosure	1
			Location, Siren, Mech - a) Left	
	0026170		Control, Mech Siren, DS Foot Sw, PS Push Button	1
343	0726839	SP	Sw, Siren Brake, Momentary Red Rocker, Location, Hardwire	1
			Location - RS overhead switch panel	
344	0740834		Sw, Siren Brake, Momentary Red, LS Overhead Sw Pnl	1
345	0746353		Not Required, Warning Lights Intensity	1
346	0600960		Lightbar, Wln, Freedom IV-D, 81", RRRRRWRRROptRRRWRRRRR	1
			Opticom Priority - b) High	
			Opticom Activation - E-Master	
			Momentary Opticom Activation - No Activation	
			Filter, WhI Freedom Ltbrs - Colored Filters	
	0016380		No Additional Lights Req'd, Side Zone Upper	1
348	0602583		Lights, Front Zone, WIn 6RB* M6** M6** 6RB* LED, 4lts Q Bezel	1
			Color, Lens, LED's - m)match LED's	
			Color, Lt DS Frnt Outside - DS Front Outside Red	
			Color, Lt PS Frnt Outside - PS Front Outside Red	
			Color, Lt DS Front Inside - r) DS Front Inside Red	
0.40	0700070	0.0	Color, Lt PS Front Inside - r) PS Front Inside Red	
349	0738370	SP	Lights, Side Zone Lower, WIn M6** LED, Colored Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - c)each side, front cab corner	
			Color, Lens, LED's - m)match LED's	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Over Rear Wheels	
350	0652015		Lights, Door Interior Flash, 4 Dr Cab, WIn T0*00F*R LED, 2" Rnd Grmt Mnt	1
			Color, Lights, Warning - gla) red	
			Color, Lens, LED's - c)clear	
351	0672937		Lights, Side, WIn WIONSMC* LED, Chrome Flange, Mounted In Rub Rail, 1st	2
			Location, Lights - Rearward under compartment RS1 and Forward under	
			compartment RS3	
			Qty, - 02	
			Color, Lights, Warning - gla) red	
			Control, Light - b) side warning	
352	0672936		Lights, Side, WIn WIONSMC* LED, Chrome Flange, Mounted In Rub Rail, 2nd	2
			Location, Lights - Rearward under compartment LS1 and Forward under	
			compartment LS3	
			Qty, - 02	
			Qty, - 02 Color, Lights, Warning - gla) red Control, Light - b) side warning	

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ine Option	Туре	Option Description	Qt
353 0564654		Lights, Rear Zone Lower, WIn M6* LED, Colored Lens, For Tail Light Housing	
		Color, Lt DS Rear - r) DS Rear Lt Red	
		Color, Lt PS Rear - r) PS Rear Lt Red	
354 0747386		Lights, Rear, Win 6RB** LED, Features 1st	
		Location - Left and Right Side cemtered above taillight bezel and top of	
		body	
		Color, Light - ae) red	
		Qty, - 02	
		Control, Light - a) rear upper warning	
		Color, Lens, LED's - m)match LED's	
		Color, Trim - Chrome Trim	
355 0596586		Lights, Rear/Side Up Zone, WIn M9* Side, M6* Rear, Lens Feature, 4 Lts	
		Color, Lens, LED's - m)match LED's	
		Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
		Color, Lt, Side Rear Upper PS - Side Rear Upper Red	
		Color, Lt, Rear Upper DS - r) DS Rear Upper Red	
356 0006551		Color, Lt, Rear Upper PS - r) PS Upper Rear Red	
		Not Required, Lights, Rear Upper Zone Blocking	
357 0006615		Mtg, Rear Warn Lts, On Top of Compt	
358 0779689		Light, Traffic Directing, WIn TANF85 1-500 Brake Cntr, 50.75" Long LED	
		Activation, Traffic Dir L - Control Head Only	
359 0590662		Location, Traf Dir Lt, Over Bed Between Body Shts, On Cross Tube, Recessed	
360 0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	
361 0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	
		Qty, - 02	
		Location 1 - TBD	
		AC Power Source - Shoreline	
000 0540004		Cover, Receptacle - Interior SS Wall Plate(s)	
362 0519934		Not Required, Brand, Hydraulic Tool System	
363 0649753		Not Required, PTO Driven Hydraulic Tool System	
364 0007150		Bag of Nuts and Bolts	
		Qty, Bag Nuts and Bolts - 1	
365 0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire	
366 0602407		Department Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	
367 0027023		No Strainer Required	
368 0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire	
300 0002330		Department	
369 0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire	
		Dept	
370 0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	
371 0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	
372 0607712		Paint Process / Environmental Requirements	
373 0601367		Paint, Single Color, Saber PMFD	
		Paint Color, Saber, PMFD - 161 RED	
374 0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	
		Paint Color, Frame Assembly, Predefined - Standard Black	
375 0693797		No Paint Required, Aluminum Front Wheels	
376 0693792		No Paint Required, Aluminum Rear Wheels	
377 0733739		Paint, Axle Hubs	
		Paint, Axle Hub - Black #101	
378 0007230		Compartment, Painted, Spatter Gray	
379 0544087		Reflective Band, 6"	
		Color, Reflect Band - A - e) black	
380 0007356		Reflective across Cab Face	
381 0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	
		Color, Rear Chevron DG - fluorescent yellow green	
382 0679883		Stripe, Printed Effect Gold Leaf Outline Above & Below Reflective Band	
383 0669643		Stripe, Reflective, Inside Aluminum Rub Rail	
		-	
		Color, Reflect Band - A - e) black	
384 0545179		Qty, - 04 Stripe, Diamond Grade, Chevron, Front Bumper	
007 0070173			
		Size, Chevron Striping - 06	
		Color, Chevron DG - Yellow Green, Fluorescent	

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	Option	Туре	Option Description	Qty
384			Color, Chevron DG - B - Red	4
385	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - p) fluorescent yellow green diamond grade Size, Chevron Striping - 04	
			Color, Reflect Chev - A - r) red diamond grade	
386	0027372		Lettering Specifications, (GOLD STAR Process)	1
387	0685690		Lettering, Printed Effect Gold Leaf, 3.00", (41-60)	1
200	0005554		Outline, Lettering - Outline	0
300	0685554		Lettering, Printed Effect Gold Leaf, 6.00", Each	6
			Qty, Lettering - 06 Outline, Lettering - Outline	
389	0685553		Lettering, Printed Effect Gold Leaf, 6.00", (1-20)	1
			Outline, Lettering - Outline	
390	0684221		Emblem, Maltese Cross, Printed Effect Gold Leaf, 12"-14", Pair	1
			Qty, - 01	
301	0747784		Location, Emblem - Front Cab doors Emblem, American Flag Painted on Cab Grille, Saber Chassis, PMFD	1
	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
002	0112000		Qty, - 01	
393	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
394	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
395	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
396	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
397	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
	0733309		Warranty, Axle, 5 Year, Meritor, General Service, WA0384	1
	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
	0695416 0647720		Varranty, Pierce Camera System, WA0188 Varranty, Pierce LED Strip Lights, WA0203	
	0046369		Warranty, Fielde LED Strip Lights, WA0203 Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
	0685945		Warranty, Transmission Cooler, WA0216	1
	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
	0639211		Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0248	1
412	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
413	0641372		Warranty, Foam System, Not Available	1
414	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
415	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
416	0683627		Certification, Vehicle Stability, CD0156	1
	0736238		Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2021	1
	0686786		Certification, Power Steering, CD0098	1
	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
	0556828		Certification, Electric Window, Not Available	1
	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
424	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
425	0545073		Amp Draw Report, NFPA Current Edition	1
426	0002758		Amp Draw, NFPA/ULC Radio Allowance	
427	0799248		Appleton/Florida BTO	
428	0000017		FLORIDA DIVISION BODY	1
429	0000012		PIERCE CHASSIS	1
430	0004713		ENGINE, OTHER	1
	0046395		EVS 3000 Series TRANSMISSION	1
	0020012		HALE PUMP	1
433	0020009		POLY TANK	1

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Line Option	Туре	Option Description	Qty
434 0028048		FOAM SYSTEM	1
435 0020006		SIDE CONTROL	1
436 0020007		AKRON VALVES	1
437 0020015		ABS SYSTEM	1
438 0755450		PIERCE MFG BODY	1

### **Background**

The Isles of Capri boat dock was annexed with the Isles of Capri Fire District in 2015. The dock was constructed under previous administration while under County authority. Research has shown that the dock was installed by a company that was low bid and had limited marine experience. None of the pilings were driven to bedrock and all were jetted in. Several pilings had to be re-jetted just a few years after the installation due to them falling over. After Hurricane Irma several pilings were removed and driven to bedrock. These have remained. The boat lift now in use by Boat 90 is estimated to have a 12,000 lb rating per contractors who have come to inspect the boat lift assembly. The original Capri boat weighed approximately 8,000 lbs. The present Boat 90 weighs about 27,000 lbs. We have had multiple motor failures and cable breaks in the last two years since the new boat was placed in service. Inspection also revealed that the present boat lift cradle and piling assembly is not big enough to support the boat size.

Presently Boat 90 is in the water and needs to be removed no less than every 6 weeks to keep barnacle and oyster growth from damaging the underside. The cost is \$1,200.00 per cleaning and it takes the boat out of service for one week.

# **Funding Source/Financial Impact**

52260-001-8050-046 Repair & Maintenance Facilities Major Projects- \$48,497.00

# **Recommendation**

Staff recommends the emergency purchase to Nelson Marine to repair the boat 90 dock and lift. The Board Purchasing Policy allows for emergency purchases as stated in EMERGENCY PURCHASES: "In case of an emergency which requires immediate purchase of goods or services the Fire Chief or their designee shall be empowered to authorize the Finance Director to secure by the best means possible the commodities or services. Any emergency action

# **Potential Motion:**

Motion to approve the emergency repair to Boat 90 dock and lift by Nelson Marine for \$48,497.

shall be reported to the Board of Commissioners at the next regularly scheduled meeting."



10923 Enterprise Avenue • Bonita Springs, FL 34135 • www.nelsonmarine.com 239-992-4443 • Fax 239-992-0765 • info@nelsonmarine.com • CGC1507835

March 30, 2021

Scott Johnson Naples Fire District 14575 Collier Blvd. Naples, FL 34119

Thank you for the opportunity to provide you with the enclosed proposal. For over 35 years Nelson Marine Construction's reputation for experience, quality workmanship, and customer satisfaction has been unmatched in Southwest Florida.

Attached is a proposal along with paperwork that is needed to begin the permitting process. Please call us if you have any questions. We look forward to working with you.

To accept this proposal, please return the following checked items:

- Signed copy of proposal (Please sign front page of Proposal, initial second page, and sign page three). If there are Options listed on the proposal, please initial those you wish to select.
- A deposit check made out to Nelson Marine Construction.
- Project Information So that we can stay in touch during your project, please complete the attached **Project Information sheet**.
- Sign in two places on the enclosed page five of the Department of Environmental Protection (DEP) application.

<u>For Boat Lifts – Please Note</u>: Electrical costs are extra and are not part of our proposal unless indicated. If requested, we are happy to acquire electrical quotes and coordinate the work for you.

If you are hiring your own electrician, please read and sign the following and return by mail.

### I Will Hire My Own Electrician

I understand that electrical costs are not part of the Proposal from Nelson Marine Construction and that I will hire and pay for a licensed electrician to secure an Electrical Permit and connect my lift. I understand that the electrical work will need to be performed and must pass final inspection before a final inspection will be performed on the dock or lift. I understand full payment is due upon installation of the boat lift and is not reliant on the electrical work being completed.

Signature

Date

#### **Additional Permitting Information**

Our proposal includes the required County or City permit unless otherwise stated. Additional permit fees such as the Department of Environmental Protection, Army Corps of Engineers, Fish & Wildlife, and Beaches and Shores, if required, are not included unless otherwise stated.

If you have any questions, please call 239-992-4443. Thank You and Happy Boating!



Boat Lift Proposal 21-126 Serving Southwest Florida for over 35 years

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Name:Scott Johnson<br/>Naples Fire DistrictAddress:14575 Collier Blvd.<br/>Naples, FL 34119

Date: 3/30/2021 Phone: (239) 348-7540 Email: sjohnson@gnfire.org Location: 14575 Collier Blvd.

We hereby submit specifications and estimates for:

Demo existing lift and piling and install one 40,000lb IMM Quality Vator high speed (Lift speed is aprx. 30" per minute) aluminum boat lift with 16' wide aluminum cradle and 20' long bunks. Existing boat house canopy will be disconnected, set aside and reconnected. Modifications or repairs to canopy are not included.

LIFT SPECS:

- (8) 10" butt 2.5 CCA treated PVC wrapped pilings
- Standard aluminum bunks
- Stainless steel hardware
- One GEM Auto-Stop remote
- One post-construction boatlift adjustment

**PRICE INCLUDES**: ACOE, DEP and County permit; Includes connecting electrical (4 motor remote control auto stop) to existing wiring system on dock.

PRICE DOES NOT INCLUDE: Any repairs or modification to existing canopy.

We hereby propose to furnish labor and materials complete in accordance with the above specifications for the sum of:

#### \$48,497.00

Payment Schedule:	\$9699.40	Due upon acceptance
	\$14,549.10	Due on acquiring permit or prior to purchasing material
	\$19,398.80	Due upon substantial completion
	Remainder	Due immediately upon completion (Including any Extra Work Orders)

Price includes cost of county or city permit if required, approval being neither implied nor guaranteed. <u>Price does not include</u> survey, mitigation, variances, exemptions, land leases, environmental permit fees, development orders, or engineering, if required by permitting agencies unless otherwise stated. Price does not include any electrical, utilities, lighting work or electric permit if required, unless otherwise stated. Any electrical work must be performed by others and must pass final inspection before a final inspection will be performed on the dock or lift. Electric work or its completion is not part of this contract (unless otherwise stated) and therefore, does not excuse payment obligations hereunder. Adequate water depth for lift operation is neither implied nor guaranteed.

Owner agrees to provide proper access at all reasonable times to jobsite. <u>Contractor is not responsible for sodding, reseeding, damage to lawn, sprinkler systems, trees, shrubs, landscape, unmarked buried utility conduit, utilities, lighting, sidewalks, asphalt or driveways. All work is to be completed in a professional and workmanilke manner according to local industry standards and practices. Any alteration or deviation from the above specifications involving extra costs will be executed by Contractor only upon written orders signed by Owner and will become an extra charge over and above the estimate. This proposal subject to acceptance within 15 days and is void thereafter at the option of the Contractor. Costs paid by or incurred by Contractor are non-refundable, including but not limited to permitting fees, application fees, clerical costs, travel time and restocking fees. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the Contractor, the contract sum, time of performance, and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price of an item of material shall be considered significant when the price of an item increases 5 (five) percent between the date of this contract and the date of installation.</u>

Authorized Signature

Ben Nelson Jr., President

#### ACCEPTANCE

The above prices, specifications, terms and conditions are hereby accepted. I have read and accept the Terms and Conditions on the reverse side of this Contract. The undersigned has/have the authority to enter into this agreement. The undersigned personally guarantees payment to Contractor as set out above including costs, expenses and reasonable attorney's fees in the event legal action becomes necessary to enforce payment under this agreement. Interest charge of 1½ % per month or 18% per annum will be charged on unpaid balances. Payment will be made as outlined above.

Date

Signature

Signature

#### TERMS AND CONDITIONS

Definitions: As used in this contract, Nelson Marine Construction Inc. (Contractor) shall mean the party authorized to perform the work described under the terms of this Contract. Customer as used in this Contract shall mean the owner of the real or personal property upon which the furnishing of labor and materials is authorized, or the owner's authorized agent or assigns who shall authorize such work under this Contract.

Warranties: Except as otherwise expressly set forth herein, Contractor hereby disclaims all warranties, either expressed or implied, with respect to the materials or services which are the subject of this Contract, including any warranty of merchantability and/or fitness for a particular purpose. Contractor neither assumes nor authorizes any other person to assume for Contractor any such warranties in connection with the furnishing of materials and labor under the terms of this Contract.

Liabilities: Contractor specifically disclaims any liability or responsibility for any incidental or consequential damages arising from the design of manufacture of any material furnished under this Contract including but not limited to delay damages, loss of use of property, lost profits, personal injury, or any other, consequential or special damages.

Delays: Contractor shall not be liable to Customer for delay in the work hereunder by the act, neglect, or fault of the Customer, or by reason of fire or other casualty, or on the account of riots, strikes, or other combined action of the workmen or others, or on the account of any acts of God, or any other cause beyond Contractor's control, including the availability or delay in the delivery of materials, or acquisition of permits.

Work to be performed by others: All boat dock or boat lift wiring must be performed by a licensed electrician in order for any warranty provisions to be enforceable hereunder. Any work required to be done by other tradesmen outside the scope of Contractor's license, shall be done through such tradesmen's direct contract with Customer. Contractor assumes no responsibility and shall not be liable for any acts, omissions, or materials supplied by any other person or entity unless such person or entity is hired by Contractor.

Acceptance and Final Payment: Customer's acknowledgement of, or acceptance of any labor or materials furnished pursuant to the terms of this Contract, shall constitute Customer's acceptance of said labor and materials and the making of the final payment hereunder shall constitute a waiver of all claims which Customer has, or may have against Contractor. Customer's occupancy or use of the materials or work of Contractor shall also constitute a final acceptance of such work. Please refer to your Proposal for payment breakdown. Payment is due in full when the job is complete. The job is complete when the dock is finished (piling, decking and piling wrap installed) and, if applicable, the lift is installed. The controls for the lift will be temporarily attached to a piling for your electrician unless other arrangements are made. Electric work or its completion is not part of this contract and Contractor assumes no responsibility for the performance or completion of such work.

Association Approval: Customer hereby warrants that any approvals required by a homeowner association or condominium association for the work to be performed hereunder have been secured prior to the date of Contract and Customer shall provide proof of same if Contractor so requires. Contractor assumes no responsibility for obtaining such approval or for work done without such approval.

# Nelson Marine Construction is committed to providing quality workmanship and service and having satisfied customers. Please read the following information that explains the installation process.

Permitting: If permits are required, we will acquire them prior to commencement of construction. If a State permit is required it can take six to eight months, or more, to acquire. We will work towards acquiring the permits as quickly as possible. Once all the permits have been acquired, we will post them at the job site until an inspection is completed. Please do not remove the permit. Please call our office if the permit is missing or has been tampered with. Contractor may perform the work, or portion thereof, under the Contract through subcontractors, and Contractor may assign this Contract. Customer agrees to allow and to cooperate in the transfer of any permits to such assignee and/or qualifying agent of assignee upon request of Contractor.

What we require from you before we arrive: We will, in most cases, contact you after acquiring all permits to schedule your job. Depending on conditions you may be asked to remove your boat or items that you do not want damaged. What to expect from our installers: Depending on the job, you may see different crews doing different parts of your job. While we try our best to finish your job as quickly as possible, it is not uncommon for there to be a few days lapse between crews. Time estimates may be influenced by factors beyond our control, such as weather, acts of God, governmental agencies or supplier's distribution time frames.

Unforeseen Conditions. In the event that during the course of performing the work, Contractor encounters any unusual site conditions or any such other conditions which were not anticipated or reasonably foreseeable at the time of signing this Contract, Contractor shall promptly notify Customer of such conditions. Contractor shall be entitled to an equitable adjustment of the contract price to reflect any additional labor or materials resulting from such conditions.

What we ask of you during the installation process: Our installers are professionals and will work as quickly as possible. Please let our teams do the work as contracted and the process will run smoothly. Any changes from the original contract must be worked out with our office, not with our installers. Any changes to the original scope of work must be reflected in a signed change order. In the event that you have questions about the work as it progresses please call us at 992-4443 and a customer service representative will contact you immediately.

Protection of Work. Customer shall be responsible for taking reasonable precautions to ensure that no unauthorized person accesses or enters upon any of the work while Contractor or its workers are not present. Customer shall be responsible for any damages to any materials or any portion of the work in any way resulting from any unauthorized individual accessing the work or the materials which Contractor or its workers are not present.

Wood Decking: If you are having wood decking installed, grain and apparent texture may range from even and consistent to varied and dramatic. We remind you that although all of the decking is structurally sound and the best available for the Contracted grade, each piece of wood is different and may contain tracks, knots, and color differences caused by variations in minerals found in the soil. Nelson Marine Construction is not responsible for the type or degree of variations that may occur.

Pilings: Pilings naturally vary in diameter and straightness. Although our crews will do their best to provide a straight and plumb alignment, soil conditions and piling variety may cause slight variations beyond our control. Soil conditions and depth may allow the piling to "wiggle" slightly.

Seawalls: While we will make every effort to do as little damage as possible to your lawn, it is inevitable that during seawall construction your lawn will be damaged. Prior to starting the job we will ask you to remove or tag any trees or shrubs that you want to save, and will advise you if it is not possible to work around them. Contractor shall have the right to terminate this Contract if an appropriate agreement cannot be reached with respect to the removal of such trees or shrubs. Our proposal does not include sod or seed, nor are we responsible for damage done to any driveway, sidewalk surfaces, lawn or shrubs.

Boatlifts: If you are having a lift installed, attached to our permit is the stipulation that a licensed electrician attaches an electric permit to the permit obtained by Contractor. An electrical inspection by the County is required prior to our inspection. If an electrician has not pulled a permit and passed inspection prior to the expiration date of our permit, the client will be responsible for paying an additional fee to have the permit extended. Once your electrician has completed his work you will receive one free custom adjustment for your boat.

Disputes: In the event of any disputes between Contractor and Customer, or in the event of any failure by Owner to make payment for the work performed by Contractor, the prevailing party in any litigation shall be entitled to recover its reasonable attorney fees associated with such litigation, including attorney fees associated with any appeal.