



TOWN OF INGLIS
REGULAR COMMISSION MEETING
TUESDAY, NOVEMBER 14, 2023, 6:00 P
TOWN HALL COMMISSION ROOM

If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ALL PERSONS DESIRING TO ADDRESS THE TOWN COMMISSION WILL BE ASKED TO LIMIT THEIR COMMENTS TO THE SPECIFIC SUBJECT BEING DISCUSSED AND WILL BE HELD TO ONE(1), Three (3) MINUTE TIME PERIOD PER AGENDA ITEM.

*******Please silence all electronic devices*******

PRAYER & PLEDGE

THESE PROCEEDINGS ARE BEING CONDUCTED IN ACCORDANCE
TO ROBERT'S RULES OF ORDER

ROLL CALL:
MAYOR SCHWING
COMMISSIONER YOUNG
COMMISSIONER TULLY
ATTORNEY FUGATE

COMMISSIONER HILL
COMMISSIONER SCHWING
COMMISSIONER REARDON

Motion to Adopt Consent Agenda.

CONSENT AGENDA

1. Minutes:

October 4 , 2023, Reg. Comm. Special Meeting
October10, 2023, Reg. Comm. Meeting
Nov. 2, 2023, Reg Comm. Special Meeting

Motion to Adopt Agenda As Written

REGULAR AGENDA

2. Old Business:

- A. Request For Proposals; Disaster Debris Removal and Disposal Services(Mayor)**
- B.**

3. New Business:

- A. Florida Statute 298.66 Drainage and Water Control(Bill Monteverde)**
- B.**

4. Ordinances, Resolutions, Etc.

- A. Resolution #16-23(Attorney Fugate)**

5. Contracts/Agreements:

A. Fireworks Contract(Attorney Fugate)

B. YMCA Agreement

6. Dept. Report by Commissioners:

Budget & Finance: Comm. Reardon

Sheriff & Fire: Comm. Tully

Main., Roads & Bridge: Comm. Schwing

Water Operations: Comm. Hill

Health, Welfare & Rec: Comm. Young

Code Enforcement, Planning& Zoning: Comm. Young

Animal Control: Comm. Tully

7. Public Comments:

8. Workshops/Special Meetings:

9. Mayor:

10. Town Clerk: Town Election

11. Attorney:

Adjourn.

Agenda November 7, 2023

Town of Inglis
Reg. Comm. Special Meeting
October 4, 2023 @5PM

Pledge & Prayer

Roll Call:

Mayor Steve Schwing (Present)
Commissioner Daniel Hill (Present)
Commissioner Isaac Young (Present)
Attorney Fugate (Absent)

Commissioner Joyce Schwing (Present)
Commissioner Pat Tully (Present)
Commissioner Veronica Reardon (Present)

Agenda

1. Planning and Building Officials RFP'S

Mayor Steve Schwing gave reasoning for meeting.

Discussion was held.

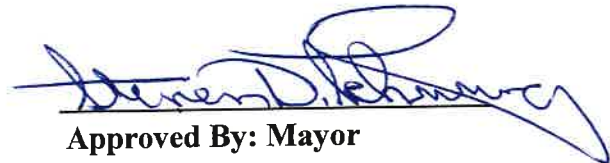
Adjourn

Commissioner Pat Tully made a motion to adjourn, Seconded by Commissioner Veronica Reardon. Motion passed 5-0.

Meeting adjourned 5:40 PM



Attested By: Town Clerk



Approved By: Mayor

Transcribed By: Rachel Nordstrom, Water Clerk

Town of Inglis
Regular Commission Meeting
Tuesday October 10, 2023, 6PM

Pledge & Prayer

Roll Call:

Mayor Steve Schwing (Present)

Commissioner Joyce Schwing (Present)

Commissioner Daniel Hill (Present)

Commissioner Pat Tully (Present)

Commissioner Isaac Young (Present)

Commissioner Veronica Reardon (Present)

Attorney Fugate (Present)

Motion to Adopt Consent Agenda

Commissioner Pat Tully made a motion to accept Consent Agenda, Seconded by Commissioner Isaac Young.

Motion passed 5-0.

Motion to Adopt Agenda as Written

Commissioner Pat Tully made a motion to accept Agenda as Written, Seconded by Commissioner Joyce Schwing.

Motion passed 5-0.

Old Business:

A. Woodard & Curran: Scope of Work Wastewater Collection System

Commissioner Joyce Schwing made a motion to have Citizens publicly vote in Election 2024, Seconded by Commissioner Pat Tully.

Discussion was held

Commissioner Joyce Schwing rescinded her motion.

Commissioner Pat Tully rescinded her motion.

Commissioner Joyce Schwing made a motion to hold off on vote for Wastewater Collection System, Seconded by Commissioner Pat Tully. Motion passed 5-0.

Joe from Woodard & Curran suggested to table this item and have a Public involvement meeting.

Commission agreed to have a meeting Monday November 13, 2023, with Woodard & Curran starting at 6PM at the Inglis Community Center.

Brian Nemeth made a comment.

Sheryl Janecek made a comment.

B. Summitt Professionals, Inc: Commissioner Joyce Schwing
Commissioner Joyce Schwing had a discussion.

Discussion was held.

Commissioner Veronica Reardon said to find out if Summitt Professionals is on the Beter Business Bureau and if so, report it to state to have it on file.

New Business:

A. Form Committee to review Ordinances and Codes: Commissioner Isaac Young
Commissioner Isaac Young wants to form a Committee Board and have each Commissioner suggest a citizen.

Discussion was held.

B. Property Foreclosures: Code Enforcement, Ed Birkler
Ed Birkler said there has been a Code Enforcement lien against 17 Vicki St for a few years now and would like to proceed with the foreclosure.

Discussion was held.

Commissioner Joyce Schwing made a motion that if 17 Vicki does not have a mortgage on the property the Commission should go ahead with the foreclosure, Seconded by Commissioner Isaac Young. Motion carried 4-1 with Commissioner Pat Tully voting nay.

Ed Birkler gave an update regarding 124 Michigan Dr.

Ed Birkler would like to go ahead with the foreclosure on 124 Michigan Dr.

Discussion was held.

Commissioner Joyce Schwing made a motion to have the Commission foreclose on 124 Michigan Dr, Seconded by Commissioner Pat Tully. Motion passed 5-0

Ordinances, Etc.

Contracts/ Agreements:

A. YMCA Contract
Discussion was held.

Commissioner Isaac Young would like to table this item, and have the Commission review the Contract.

B. Building Official Contract

Commissioner Pat Tully made a motion to approve the ranking of North Florida Professionals Services as the first ranking, and Safe Built as the second ranking, Seconded by Commissioner Joyce Schwing. Motion passed 5-0.

Commissioner Pat Tully made a motion to instruct Mayor Steve Schwing to get with North Florida Professionals Services to set up a fee schedule and bring it back to the Commission, Seconded by Commissioner Daniel Hill. Motion passed 5-0.

Department Report by Commissioners:

Budget & Finance: Commissioner Veronica Reardon

Commissioner Veronica Reardon gave report.

Sheriff & Fire: Commissioner Pat Tully

Commissioner Pat Tully gave report.

Maintenance/ Roads & Bridge: Commissioner Joyce Schwing

Commissioner Joyce Schwing gave report.

Water Operations: Commissioner Daniel Hill

Commissioner Daniel Hill gave report.

Health, Welfare & Rec: Commissioner Isaac Young

Commissioner Isaac Young gave report.

Code Enforcement, Planning & Zoning: Commissioner Isaac Young

Commissioner Isaac Young gave report.

Animal Control: Commissioner Pat Tully

Commissioner Pat Tully gave report.

Public Comments:

Alexis Richardson gave an update regarding Yankeetown School.

James Sparkman made a comment.

Workshops/ Special Meetings:

Workshop/ Septic to Sewer meeting will be held November 13, 2023 at 6PM.

Mayor:

Town Clerk: Budget Workshops

Town Clerk, Cery Logeman thanked the Commission for all their hard work.

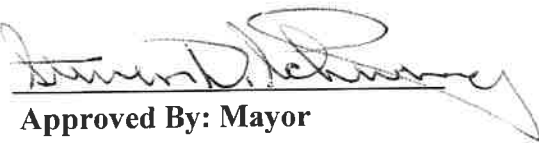
Attorney:

Adjourn:

Commissioner Pat Tully made a motion to adjourn, Seconded by Commissioner Isaac Young. Motion passed 5-0.

Meeting Adjourned time: 9:05PM


Attested By: Town Clerk


Approved By: Mayor

Transcribed By: Rachel Nordstrom, Water Clerk

Town of Inglis
Reg. Comm. Special Mtg
Inglis Town Hall
November 2, 2023 @6PM

Pledge & Prayer

Roll Call:

Mayor Steve Schwing (Present)

Commissioner Daniel Hill (Present)

Commissioner Isaac Young (Present)

Commissioner Joyce Schwing (Present)

Commissioner Pat Tully (Present)

Commissioner Veronica Reardon (Present)

Agenda

1. Review and adopt Permit Fee Schedule

Mayor Steve Schwing gave reasoning for meeting.

Commissioner Joyce Schwing had some questions.

Commissioner Veronica Reardon questioned impact fees.

Andy White suggested charging impact fees just like the county does.

Commissioner Joyce Schwing asked if Code Enforcement, Ed Birkler had some kind of software for permitting?
Commissioner Veronica Reardon explained that Code Enforcement has a new software called IWORKS and explained how the new software will work.

Line-item number 2 was changed to \$125

line-item number 22 was changed to \$125

line-item number 24 was changed to strike through impact fees where written.

Discussion followed.

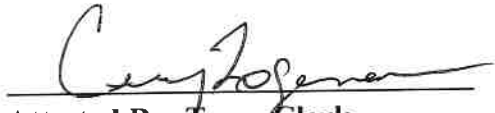
Commissioner Pat Tully made a motion to adopt schedule of fees, rates, and charges for building permits, and make notice of the changes of line number 2, and 22. Seconded by Commissioner Joyce Schwing. Motion passed 5-0.

Mayor Steve Schwing said there will be an Emergency Resolution to adopt Fee Schedule.

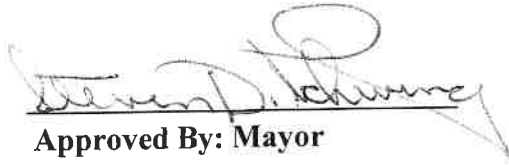
Adjourn

Commissioner Pat Tully made a motion to adjourn meeting, Seconded by Commissioner Isaac Young. Motion passed 5-0.

Meeting adjourned 6:57 PM



Attested By: Town Clerk



Approved By: Mayor

Transcribed By: Rachel Nordstrom, Water Clerk

TOWN OF INGLIS, FLORIDA

REQUEST FOR PROPOSALS **EMERGENCY DEBRIS REMOVAL**

DUE DATE: XXXX X, 2023 2:00 P.M.

OPEN DATE: XXXX X, 2023 2:15 P.M.

Request For Proposals, Specifications & Instructions

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

Potential Proposers: Please read this packet completely before submitting a proposal. Incomplete proposal packet may result in automatic rejection of proposal

NOTICE

**REQUEST FOR PROPOSALS
TOWN OF INGLIS**

**DISASTER DEBRIS REMOVAL
AND DISPOSAL SERVICES**

Sealed proposals will be accepted by the Town of Inglis Town Hall 135 HWY 40 West, Inglis, FL 34449 until 2:00 P.M. XXXX X, 2023. Email or fax proposal submissions will NOT be accepted.

Proposals will be publicly opened and recorded at 2:15 P.M., or as soon thereafter as possible, on XXXX X, 2023 at Town of Inglis Town Hall.

Proposals will be opened in accordance with the Proposal Instructions contained in the Request for Proposals for Disaster Debris Removal and Disposal Services. Proposals shall not include conditions or exceptions.

All requests for a bid packet or for additional information must be addressed to Cery Logeman at (352) 447-2203 or e-mail townclerk@townofinglis.org and answers will be emailed to all interested proposers. **Deadline for questions is 4:00 P.M. XXXX X, 2023.**

The Town of Inglis is NOT responsible for lost, late, or undelivered proposals. It is the sole responsibility of the proposer to ensure delivery of its package. The Town reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposal process and to award the contract in the best interest of the Town. The services contract is subject to the funding agency's purchasing rules and regulations, except as otherwise set forth in this Request for Proposals.

Neither this Request for Proposals, nor any response to this Request, shall create a property right in any interested party, proposer or any other person, prior to the time that a final written contract is approved and executed by the Town.

-----END OF NOTICE-----

**REQUEST FOR PROPOSALS
EMERGENCY DEBRIS REMOVAL**

PROPOSAL INSTRUCTIONS

1. All proposers must familiarize themselves with these instructions and the provisions in this RFP. All provisions contained in the RFP are a part of the Proposal Instructions.
2. The proposal submitted by each proposer, shall become an integral part of the contract between the Town and the Contractor, and representatives, covenants and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

3. **Delivery and Receipt of Proposal:** Proposal must be sealed and clearly marked on the front of the envelope with the following: **Town of Inglis Proposal Disaster Debris Removal and Disposal Services.**

One (1) original and six (6) copies of the proposal must be received in a sealed envelope. Proof of liability insurance, W-9 taxpayer identification form and all proposal forms and required information shall be included with sealed proposal.

4. **Due Date and Opening Date:** Sealed proposals will be accepted by the Town of Inglis at 135 HWY 40 West, Inglis, FL 34449 until 2:00 P.M. XXXX X, 2023.

All proposals will be stamped at the time they are received. Any proposal received by mail or hand delivered after the date and hour specified will be rejected and returned to the proposer.

In accordance with FSS 119.071(2) sealed proposals pursuant to this competitive solicitation are exempt from public inspection and copying until such time as the Town of Inglis provides notice of an intended decision or until 30 days after opening the proposal, whichever is earlier.

5. **Waiver of Formalities/Rejection of Proposals:** The Town of Inglis reserves the right: (i) to accept or reject any or all proposals or parts of proposals; (ii) to waive irregularities/technicalities; (iii) to accept any proposal which best serves the interest of the Town; (iv) to terminate this RFP process and advertise for new proposals; or (v) to terminate this RFP process and award the anticipated contract by any other process that the Town Commission deems appropriate. Proposals in which the prices obviously are unbalanced will be rejected. Neither this Request for Proposal, nor any response to this Request, shall create a property right in any interested party, proposer or any other person, prior to the time that a final written contract is approved and executed by the Town.
6. **Cancellation of RFP:** The Town reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis

for a protest under the formal protest process as referenced herein.

7. **No Proposal:** Each company not intending to respond to this RFP should reply on the "No Proposal Statement" form provided. Such action will maintain the company on the appropriate active solicitation list, if such list is developed or maintained by the Town.
8. **Proposal Errors:** Where proposal forms have erasures or corrections, each erasure or correction must be initialed in ink by the proposer. In case of unit price cost proposal items, if an error is committed in the extension of an item, the unit price as shown in the proposal will govern. Errors between any sum computed by the proposer and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
9. **Deviations:** Proposers are hereby advised the Town will only consider proposals that meet the specifications and other requirements imposed upon them in this RFP. A proposer shall use the forms provided to submit its proposal. The proposal forms shall not be altered or additional provisions, deviations, or conditions added. A proposal may be rejected in the event there are any material alterations of the proposal forms provided or any additional provisions, deviations or conditions added to the proposal forms in recognition of the fact that said proposal does not meet the exact requirements imposed upon the proposer in this RFP.
10. **Protests:** Any proposer may protest the terms, conditions and specifications of this RFP or a recommended award resulting from this RFP pursuant to the provisions of Section of the Town Purchasing Policy.
11. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for a contract to provide any goods or services to a public entity, may not submit a bid for a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a proposal, a proposer attests that they have not been placed on the "Convicted Vendor List".
12. **Debarment:** By submitting a proposal, the proposer certifies that it is not currently debarred from submitting bids or proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting bids or proposals for contracts issued by any subdivision or agency of the State of Florida. In addition, the proposer certifies that it is not debarred, suspended or ineligible for participation in federal programs or activities as referenced in 2 CFR 200.213.

13. **Laws and Regulations:** A proposer shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The proposer shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable federal and state laws, and Town ordinances, and the rules and regulations of all authorities having jurisdiction over any part of a work order shall apply to the entire work order and Contract.
14. **Copyright Restrictions:** Neither the Town seal nor the logo may be used or provided to non-Town government users for use on company proposals, presentations, or other materials.
15. **Indemnification:** A Contractor shall indemnify and hold harmless the Town, and its officers, agents, employees, and volunteers, from any and all claims, liabilities, damages, losses, expense and costs, including, but not limited to, reasonable costs, attorney fees, collection expenses, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing) of the Contractor, its officers, agents, employees, subcontractors or volunteers, or other persons employed or utilized by the Contractor in the performance or non-performance of its obligations under the Contract. The Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Town when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Town in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of the Contract. Compliance with any insurance requirements required elsewhere in this Contract shall not relieve the Contractor of its liability and obligation to defend, hold harmless and indemnify the Town as set forth in this section. The provisions of section 768.28, Florida Statutes, applicable to the Town apply in full to this Contract and nothing herein shall be construed to extend the Town's liability beyond that provided in section 768.28, Florida Statutes. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Town acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the Town acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The Town shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

16. **Proposal Preparation Costs:** By submission of a proposal, a proposer agrees that all costs associated with the preparation of his/her/its proposal will be the sole responsibility of the proposer and shall not be borne by the Town. The proposer also agrees that the

Town bears no responsibility for any costs associated with the preparation of his/her/its proposal and/or any administrative or judicial proceedings resulting from the solicitation process.

17. **Interpretation of RFP:** No interpretation of the meaning of this RFP, plans, specifications, or any of the RFP or Contract documents will be made to any proposer or requester orally. Every request for interpretation should be in writing addressed to the Town as provided in Section 5 of these Proposal Instructions. To be given consideration, such requests must be received no later than 4:00 P.M. XXXX X, 2023

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the RFP and Contract documents, and receipt must be acknowledged on the Proposal Form, or by completion of the applicable information on the Addendum and submitting it with the proposal. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waivable deviation at the Town's sole discretion.

18. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes, and the Town of Inglis Purchasing Policy. All proposers must disclose in the Conflict of Interest Disclosure Statement, any personal or organizational conflicts of interest pursuant to all federal regulations applicable to the work contemplated by this RFP, including but not limited to all conflicts contemplated by 2 CFR 200.318(c)(1), with their proposals, including the name of any officer, director, or agent who is also an employee of the Town. Further, all proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches or subsidiaries, and all other information required in the Conflict of Interest Disclosure Statement.

19. **Presentations:** At the discretion of the Board, proposers may be requested to make oral presentations as part of the evaluation process.

20. **Piggybacking:** It is understood and agreed by the Town and any Contractor that any local governmental entity in the State of Florida may purchase the materials and services specified herein in accordance with the prices submitted by the Contractor response to this RFP. It is also understood and agreed that each local entity will establish its own contract with any such Contractor, place its own orders, be invoiced therefrom and make its own payments to such Contractor in accordance with the terms of the contract established between the local governmental entity and such Contractor. It is also hereby mutually understood and agreed that the Town is not a legally bound party to any contractual agreement made between a Contractor and any local government entity other than the Town, and the Town assumes no responsibility for any claims arising from such contractual agreement between a Contractor and any local government entity. The Town also makes no representations to a proposer, a Contractor, or any entity, that the provisions of this RFP meet the qualifications for any Contractor or other such entity to be paid or reimbursed by a federal, state or local government entity for services rendered

or expenses incurred as a result of any contractual agreement arising from the piggybacking allowed pursuant to this section.

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
QUALIFICATIONS FOR AWARD AND
ADDITIONAL CONTRACT PROVISIONS

The services being sought pursuant to this RFP shall include but are not limited to: All elements of the Scope of Work and Specifications contained in this RFP, generally described as large-scale debris removal, separation, staging, and disposal, tree trimming, grubbing, clearing and reduction, stump grinding and removal, and additional services described herein.

The Contractor shall also be able to provide for: debris management and coordination of cleanup, removal and disposal from public streets, roads, rights of way and other publicly owned property; management and operation of Town designated public or private debris reduction sites to accept, process, separate, reduce, incinerate, and dispose of disaster related debris using the latest acceptable state of the art techniques and methods.

The Contractor shall have a full understanding of and operate in compliance with the most current procedures, regulations and documentation requirements of the Federal Emergency Management Administration (FEMA) as well as the State of Florida and the Town, as applicable to debris removal and disposal.

The Contract shall not be considered exclusive and the Town retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the year to render services to assist the Town with special needs and events such as hurricane, tornado or other similar emergency events.

The Contractor shall also be able to provide administrative support for contracted operations, on-site management staff to work with Town officials and Debris Removal Monitoring personnel, and field supervisors, operators, drivers, laborers, along with appropriate vehicles, equipment and hand tools to ensure a successful recovery operation.

No guarantee is expressed or implied as to the quantity of services, if any, to be procured under this RFP by the Town.

The Town, at its sole discretion, may expand the scope of work to include additional requirements. Work will be awarded on a project-by-project basis through the issuance of a work order by the Town, which may include any or all of the above services or services not specifically mentioned but directly related to the specific discipline. Contractors may hire sub-contractors to be used for portions of the required services; however, the primary Contractor must be responsible for all of the work performed.

CONTRACTOR - SUBCONTRACTOR QUALIFICATIONS

All proposers must be experienced in providing the services similar to those outlined in this RFP. All proposers must have a demonstrated comprehensive understanding in areas listed in this RFP. Understanding and previous experience are essential criteria in the qualifying process.

At the time of proposal opening, the proposer must be licensed, certified or registered for the services to be performed as may be required by an federal, state, or local statutes, laws, rules or regulations. The proposer must submit evidence of his/her/its current state, federal or local licenses, certifications or registrations, as applicable, prior to award of this RFP.

The following licensing requirements shall apply when the applicable Florida Statutes mandates specific licensing for contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Town of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, or Town agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the proposer's name as it appears on the Proposal Form. Proposer shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the Town. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the proposal and/or termination of the Contract.
- c. Subcontractors contracted by a Contractor acting as the prime contractor shall be licensed, certified or registered in their respective fields as may be required by federal, state, or local statutes, laws, rules or regulations. Said licenses, certifications or registrations must be in the name of the subcontractor.

The Town reserves the right to approve all subcontractors for this Contract. If subcontractors are to be utilized, their names and references must be included by providing a list of names, addresses, and contact information for each of such subcontractors with the proposal. Responsibility for the performance of the Contract remains with the main Contractor exclusively.

A proposer's personnel and management to be utilized in providing services under any Contract shall be knowledgeable in their area of expertise. The Town reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of services under any Contract. The Town also reserves the right to inspect a proposer's

After the commencement of any work order, subcontractors may be added or modified during the Contract period only with prior written permission from the Town, and only for reasonable cause, as judged by the Town.

COMMENCEMENT

The Town will enter into a Contract with each Contractor selected pursuant to this RFP, using the contract form Agreement included in this RFP. Each Contract shall contain all the provisions of this

RFP, all elements of the proposal submitted by the applicable Contractor, and any other additional terms negotiated by the parties.

Services under the Contract shall be provided based on issuance by the Town to the Contractor of a work order each time the need for services arises. A work order and any subsequent notice to reduce resources and to end work under that work order may be issued by the Town Manager or his/her designee. Such work orders shall provide the parameters of the services required for the particular event or other matter pursuant to which the Town requires such services. A Contractor issued a work order shall immediately execute and return an executed work order to the Town upon that Contractor's acceptance of the work order and commitment to perform the services. If a Contractor cannot or will not perform the services described in the work order, it shall provide immediate notice of such circumstance to the Town. Any Contractor executing and returning a work order shall also immediately provide all additional documentation as set out in this RFP upon its execution of a work order. A Contractor will be expected to provide any performance and payment bond (as required) and to be substantially mobilized within 24 hours of receiving a work order from the Town.

If subject to, and if required under the then-applicable provisions of 2 CFR Chapter I or Chapter II, Part 200, prior to the issuance of any work order, the Town shall prepare a cost analysis for the applicable services to be provided under the work order, in the event the preliminary estimates of such services are expected to exceed the Simplified Acquisition Threshold set by 2 CFR 200.88 (\$150,000) and related federal regulations. In addition, for any work order that is based on time and materials (as determined by the Town to be the only suitable method of compensation for such work order), the ceiling price for the services under that work order shall be \$50,000 regardless of the size of the event initiating the need for the services under the work order, which ceiling price shall be exceeded solely at the Contractor's risk.

TERM OF CONTRACT

The term of any Contract entered into pursuant to this RFP shall be for five (5) years from date of award with two (2) additional one year renewal options, unless terminated under the provisions of Termination/Cancellation. The renewal options may be exercised by letter agreement. The Town Commission shall have the authority to approve any renewal option.

Should any active individual work order extend beyond the termination date of the base Contract, the term of said work order shall be extended until the services under the work order have been satisfactorily and successfully completed by the Contractor and accepted by the Town. The Town Clerk or his/her designee shall have the authority to approve any such extension of a work order on behalf of the Town.

PRICING

Prices must be FIRM for five (5) years. NO increases are permitted during the first five (5) years. Price increase may be considered once per year prior to each renewal option. A request for price increase shall be submitted by a Contractor ninety (90) days prior to the beginning of a renewal term. Any request for price increase must be substantiated by providing proof of cost increase to the Contractor in such areas as cost of equipment, labor, fuel, and must be substantiated by independent indices such as the Consumer Price Index (CPI) or Diesel Fuel

Price Index. Changes in governmental regulation which impact the price may also be considered.

INSURANCE REQUIREMENT

Prior to commencement of services on any work order under the Contract, the Contractor shall, at its sole cost and expense, procure and maintain throughout the term of the Contract work order insurance in the types and limits set forth herein, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated by a licensed insurance broker, brokerage, or similar licensed insurance professional evidencing such coverage, and naming the Town, a political subdivision of the State of Florida, its officers, agents, employees and volunteers as a named additional insured, as well as furnishing the Town with a certified copy of said insurance policies. Certificates of insurance and certified copies of the requested insurance policies shall be provided prior to performing services on any work order. Said insurance coverages procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the Town, and that any other insurance, or self-insurance available to the Town shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

A proposer shall provide proof of, or proof of the ability to acquire, the types and limits of insurance throughout the term of the Contract work order as follows:

a. **Commercial General Liability**

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. **Automobile Liability**

1. Any automobile-combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. **Workers Compensation/Employers Liability**

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. **Professional Liability when required by Contract-per occurrence** \$ 1,000,000

SUBMITTALS

A proposer desiring to provide the required services as requested should apply by submitting one (1) original and six (6) copies of a letter of interest and proposal package containing the following information and documentation:

1. Introduction providing (a) proposer information include name, address, phone number, email contact information, website, and identity and title of individual(s) authorized to bind the proposer; (b) company background information and profile; (c) list of 3 current Town/county references and 2 previous Town/county references with name, title, address, phone number and relationship to the projects; (d) names and qualifications of sub-contractors and list of owned equipment.
2. Team Organization Chart, with summary resumes of key personnel who would be assigned to the projects defined in the scope of work; and the name, title, phone number, fax number, e-mail address, and street address of the person in the proposer's organization who will respond to questions about the proposal.
3. Recent related work experience (a) type of services performed, and estimated costs of recent project, (b) permitting/agency coordination experience.
4. Nature and extent of private sector work currently performed by the proposer in Levy County and the Town or anticipated within the next 12 months.
5. Ability to coordinate with Town governmental agencies and administration.
6. Completed attached Proposal Forms (Time and Material Rate Form, Cost Proposal, Proposer Information, Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Non-Collusion Affidavit, Ethics Clause, Conflict of Interest Disclosure Statement, Drug Free Workplace Form, Reference Form, Subcontractors Form).
7. The proposer shall provide the Town a copy of their previous year's financial statement signed by the individual firm or corporation, and signed by a Certified Public Accountant. The proposer understands that the Town may require the financial statement to be verified by a Certified Public Accountant audit within fifteen (15) days of the proposal. Failure of the proposer to provide such evidence of verification shall be deemed a noncompliance with the proposal specifications. The successful proposer also agrees to allow the Town access to their financial records relating to this contract for auditing by a Certified Public Accountant of the Town's choice.
8. Equipment: Provide a list of all owned equipment (not rental) and provide hourly fee schedule for same. Be sure to include operator cost.
9. Proposal outlining how proposer will accomplish final debris disposal in the most efficient and effective manner possible.

In addition to the above, proposers shall submit:

- (a) Proof of Liability Insurance and its limits (or proof of ability to acquire such insurance at time of Contract work order).
- (b) A W-9 form.
- (c) List all equipment, including computer hardware and software, available for use on assigned work orders.
- (d) Whether proposer qualifies as a small or minority business or women's business enterprise, or labor surplus firm.
- (e) Any additional information deemed pertinent.

If a proposer proposes to subcontract or otherwise engage the services of a third party for services under a Contract, this must be disclosed in the response to the RFP. In addition, if a proposer proposes to subcontract or otherwise engage the services of a third party, the proposer shall provide information on the methods it will use to assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

EVALUATION CRITERIA FOR SELECTION OF CONTRACTORS

Contracts will be awarded on the criteria and total costs of items 1-16 from the Cost Proposal Form and the Hourly Fee Schedule as set out below:

Town of Inglis Debris Removal RFP Rank/Score Sheet					
	Company Name	Company Name	Company Name	Company Name	Company Name
RFP Received on Time (Yes or No)					
RFP Complete (Yes or No)					
Proper Insurance (Yes or No)					
Cost/Fee Proposal (0-40 Points)					
Experience, Qualifications, and References, Financials (0-20 Points)					
Response Plan (0-20 Points)					
Ability to Perform/ Financial (0-15 Points)					
Such other Factors in the RFP that Appears to the Town to be Pertinent to the Proposal or Contract Under all the Circumstances involved, as Determined by the Town (0-5 Points)					
TOTAL					

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
TIME AND MATERIAL RATE FORM – FIRST 72 HOURS

HOURLY FEE SCHEDULE

<i>All equipment rates below include operator, fuel, maintenance costs, etc.</i>	
Equipment	Hourly Rate
Chainsaw (predominant use: cut and toss)	\$
John Deere 544 or equivalent (predominant use: cut and toss)	\$
Heavy transport (predominant use: cut and toss)	\$
Pickup truck with Supervisor (predominant use: cut and toss)	\$
Electrical bucket truck with lineman (predominant use: cut and toss)	\$
CAT D-3 Dozer or Equivalent	\$
CAT D-6 Dozer or Equivalent	\$
Tractor with Box Blade	\$
Tractor with Bush hog	\$
Rubber Tire Backhoe	\$
Motor Grader	\$
30 Ton Crane	\$
Mechanized Broom	\$
5-14 Cubic Yard Dump Truck	\$
15-24 Cubic Yard Dump Truck	\$
25-34 Cubic Yard Dump Truck	\$
100 Cubic Yard Trailer w/Tractor	\$
12 Ton Lowboy w/Tractor	\$
50 Ton Lowboy w/Tractor	\$
Trackhoe, 490 or Equivalent	\$
Other (please specify):	\$
Other (please specify):	\$
Other (please specify):	\$
Other (please specify):	\$
Other (please specify):	\$
Other (please specify):	\$

Personnel	Hourly Rate
Field Project Foreman	\$
Laborer	\$
Traffic Control Flagman	\$
Other (please specify):	\$
Other (please specify):	\$
Other (please specify):	\$

PROPOSER NAME/DATE: _____

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services

COST PROPOSAL

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Extended Cost
1	Load eligible veg. debris from Public ROW's and haul to temp. storage and reduction site (0 to 4 miles)	Cubic Yard	120,000	_____	_____
2	Load eligible C&D debris from Public ROW's and haul to directed location (0 to 15 miles)	Cubic Yard	30,000	_____	_____
3	Reduce vegetative debris by Air curtain incineration	Cubic Yard	80,000	_____	_____
4	Reduce vegetative debris by grinding/chipping	Cubic Yard	120,000	_____	_____
5	Load, Haul and Dispose of TDS material to an approved permanent disposal site (0 to 4 miles)	Cubic Yard	20,000	_____	_____
6	Management of TDS operations (see notes below)	Cubic Yard	200,000	_____	_____
7	Extract hazardous stumps (FEMA definition): 24.01" < 36" in diameter. Place fill dirt and seed. Haul to TDS	Each	20	_____	_____
8	Extract hazardous stumps (FEMA definition): 36.01" < 48" in diameter. Place fill dirt and seed. Haul to TDS	Each	20	_____	_____
9	Extract hazardous stumps (FEMA definition): 48.01" < in diameter. Place fill dirt and seed. Haul to TDS.	Each	10	_____	_____
10	Collect, haul and dispose of animal carcasses	Pound	2,000	_____	_____
11	Removal, hauling and disposal of White Goods.	Each	25	_____	_____
12	Freon Management of white goods	Each	10	_____	_____
13	Removal, hauling and disposal of	Each	25	_____	_____

14	electronic waste. Removal, hauling and disposal of Household Hazardous Waste (HHW)	Pound	1,250	_____	_____
15	Removal, hauling and disposal of Lawnmowers and equipment with small motors.	Each	25	_____	_____
16	Removal, hauling and disposal of Abandon tires.	Each	25	_____	_____

TOTAL (Items 1 – 16 above): _____

Amount Written in Words: _____

PROPOSER NAME/DATE: _____

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
PROPOSER INFORMATION

Failure to complete all fields in all forms, or to provide any additional documentation or information required in the RFP, may result in your PROPOSAL being rejected as non-responsive.

PROPOSER NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

WEBSITE: _____

Name of Person submitting proposal and authorized to bind proposer:

Title: _____

Signature: _____

Date: _____

If the Proposer is a Joint Venture, there must be a clear statement that the Vendor is a joint venture; the joint venture has been in effect for a period of not less than two (2) years, and representation to act as to authority to act. If there is no such statement and representation, Proposer will not be evaluated as a Joint Venture and it will be assumed the Contractor shown on the transmittal letterhead will be the prime Contractor with whom the Town would contract, with all other Contractors being considered as sub-contractors.

ADDENDA ACKNOWLEDGMENT:

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION FORM

- (1) The proposer, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the proposer is unable to certify to the above statement, the proposer shall attach an explanation to this form.

Proposer:

By: _____
Signature

Name and Title

Street Address

Town, State, Zip

Date

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
NON-COLLUSION AFFIDAVIT

I, _____ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am with the Firm of _____ providing this proposal in response to the Request for Proposals for Disaster Debris Removal and Disposal Services, and that I executed the said proposal with full authority to do so.
2. This proposal has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other proposer, responder or with any competitor; and no attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that the Town relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this RFP.

Signature of Proposer representative

Date

State of _____

County of _____

_____ personally appeared before me, the undersigned authority, who, after first being sworn by me affixed his/her signature in the space provided on this _____ day of _____ 2019, and () is personally known to me or () provided _____ as proof of identification.

Notary Public

My Commission Expires

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, member of congress, any officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Name of Firm/Proposer
Company/Organization

Address of Firm/Company/Organization

Town/State

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposals or bids any personal or organizational conflicts of interest pursuant to all federal regulations applicable to the work contemplated by this RFP, including but not limited to all conflicts contemplated by 2 CFR 200.318(c)(1), and whether any officer, director, employee or agent is also an officer or an employee of the Town. All proposers must disclose whether any officer, partner, director or proprietor is the spouse or child of an employee of the Town. All proposers must disclose the name of any Town officer or employee who owns, directly or indirectly, any interest of five percent (5%) or more in the firm or any of its branches or affiliates. All proposers must also disclose the name of any employee, agent, lobbyist, previous employee of the Town, or other person, who has received or will receive compensation of any kind in connection with the response to this RFP. All proposers are also required to include a disclosure statement of any potential conflicts of interest that the proposer may have due to other clients, contracts, or interests associated with the performance of services under this RFP and any resulting Contract. Use additional sheets if necessary.

Description of any personal or organizational conflicts of interest pursuant to all federal regulations applicable to the work contemplated by this RFP:

Names of Officer, Director, Employee or Agent that is also an Employee of the Town:

Names of Officer, Partner, Director or Proprietor who is the spouse or child of a Town employee:

Names of Town Officer or Employee that owns 5% or more in Proposer's Firm:

Names of applicable person(s) who have received compensation:

Description of potential conflict(s) with other clients, contracts or interests:

None of the above applicable: _____

Proposer Signature

Date

Printed Name

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
DRUG FREE WORKPLACE CERTIFICATION

The undersigned in accordance with Section 287.087, Florida Statutes hereby certifies that the Firm/Proposer does the following:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or no contest to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Firm/proposer complies fully with the above requirements.

Firm/Proposer

Title

Authorized Signature

Date

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
Performance and Payment BOND Form

Bond No. _____ (enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, between Principal and Owner for _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____

Principal

By: _____
As Attorney in Fact

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
REFERENCE FORM

Proposer must provide references from three (3) current Town/county clients and two (2) former Town/county clients with whom they have provided similar services.

Proposer Name

Proposer shall use this attachment to provide the required reference information. Attach additional sheets as necessary. The Town reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge.

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Authorized Signature

Title

Date

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
SUBCONTRACTORS FORM

Proposer must provide a list of any subcontractors they intend to use in the performance of services under this Contract. Attach additional sheets as necessary. In the event that a Contractor desires to hire a subcontractor for the performance of services of any particular work order that has not been provided on this form, that Contractor must obtain prior written approval from the Town Clerk and/or his/her designee for each such subcontractor. The Town reserves the right to approve/disapprove any proposed subcontractor.

Proposer Name

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:

Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Company Name:
Address:
Contact Name(s):
Phone:
Email:
Description of Work:
Services Dates:

Authorized Signature

Title

Date

REQUEST FOR PROPOSAL
Disaster Debris Removal and Disposal Services
"NO PROPOSAL" Statement

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to the: Town of Inglis, Attn: Town Clerk 135 HWY 40 West, Inglis, Florida 34449

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

Town: _____ State: _____ Zip: _____

REQUEST FOR PROPOSALS
Disaster Debris Removal and Disposal Services
FORM CONTRACT AGREEMENT

AGREEMENT BETWEEN THE TOWN OF INGLIS
and

for
DEBRIS REMOVAL AND DISPOSAL SERVICES

This Agreement is made and entered into by and between THE TOWN OF INGLIS, a political subdivision of the State of Florida, 135 HWY 40 West, FL 34449 (hereinafter referred to as "Town"), and _____, (hereinafter referred to as "Contractor") on this ____ day of _____, 20__.

WITNESSETH:

WHEREAS, Town issued a Request for Proposals for Disaster Debris Removal and Disposal Services (herein referred to as "the RFP for Debris Removal"), in accordance with the applicable provisions of Chapter 287, Florida Statutes, the applicable provisions of 2 CFR 200, and in accordance with applicable Town procurement requirements, policies and procedures; and

WHEREAS, Contractor submitted a Proposal consisting of all completed Proposal Forms from the RFP for Debris Removal (herein "the Proposal"), and was subsequently selected by Town as one of the companies to enter into a contract to provide the services requested by the RFP for Debris Removal by work order (as that process is described in RFP for Debris Removal, herein referred to as a "Work Order"); and

WHEREAS, Town desires to enter into an agreement with Contractor to provide the services provided in the RFP for Debris Removal as required, and as provided in the Proposal submitted by Contractor, and Contractor desires to provide such services in accordance with the RFP for Debris Removal, Contractor's Proposal, any applicable Work Orders issued, and subsequent negotiations between the parties;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payment hereinafter set forth, the Town and Contractor agree as follows:

ARTICLE 1

INCORPORATION OF DOCUMENTS

1.1 The RFP for Debris Removal, the Addendum (Addenda) to RFP for Debris Removal dated _____, 20__, issued by the Town, the Proposal submitted by Contractor dated _____, 20__, are all hereby specifically made part of this Agreement as if same had been set forth at length herein.

In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) Any Work Order issued pursuant to this Agreement;
- 2) This Agreement;
- 3) The RFP for Debris Removal;
- 4) The Proposal submitted by Contractor dated _____, ____.

ARTICLE 2

CONTRACTOR'S DUTIES

2.1 Contractor agrees to perform all the services and provide all the materials requested by the RFP for Debris Removal, and described in any individual Work Order issued pursuant to this Agreement. Contractor shall perform all services and provide all materials in strict accordance with the provisions contained herein. Contractor shall perform all services under any Work Order in a professional, workmanlike manner, with such professional care, technical skill, ability and diligence as is required of providers of similar services having the level of skill, expertise and specialized knowledge, as represented to the Town, both orally and in writing, to be possessed by Contractor. Contractor shall provide its services and materials under any Work Order within the times allows for performance in the schedule contained in the applicable Work Order.

2.2 Contractor shall comply with all federal, state, and local statutes, laws, ordinances, rules and regulations in the performance of its obligations under this Agreement.

2.3 Compliance with Chapter 119, Florida Statutes.

(a) In addition to compliance with any other laws as required by this Agreement, Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Contractor shall:

- (i) Keep and maintain public records required by the Town to perform the service;
- (ii) Upon request by the Town's custodian of public records, provide the

Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to the Town; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the services. If Contractor transfers all public records to the Town upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

(b) The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

(c) For purposes of this Agreement, the term "custodian of public records" shall mean the Town Clerk, or his/her designee.

(d) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

TELEPHONE: (352) 447-2203

E-MAIL: townclerk@townofinglis.org

MAILING ADDRESS: 135 HWY 40 West, Inglis, FL 34449

2.4 During the performance of this Agreement, in the event any Work Order is or may be funded by federal funds, the Contractor, for itself, its subcontractors, and any assignees and successors in interest agrees as follows:

(a) ***Equal Employment Opportunity:*** The Contractor shall comply with the regulations relative to equal employment opportunity in federally-assisted construction contracts, as they may be amended from time to time, contained in Appendix II to 2 CFR Part 200, specifically as contained in 41 CFR 6-01.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, as any of the same may

be amended, which are herein incorporated by reference and made a part of this Agreement.

(b) **Nondiscrimination:** The Contractor, with regard to any work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. In addition, Contractor shall comply with all applicable laws and regulations related to the federal funding for any particular Work Order that prohibit discrimination based on race, color, national origin, sex, disability, age, creed, and/or prohibit unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects.

(c) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any applicable regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(d) **Davis-Bacon Act:** When required by federal funding for a particular Work Order, the Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by the Department of Labor regulations (29 CFR Part 5), as the same may be amended. The prevailing wage determination by the Department of Labor at the time of issuance of a particular Work Order shall be accepted by Contractor prior to issuance of the Work Order.

(e) **Copeland "Anti-Kickback" Act:** The Contractor shall comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3), as the same may be amended. The Town shall report any suspected violations to the applicable federal funding agency.

(f) **Contract Work Hours and Safety Standards Act:** In the event in the performance of any Work Order in excess of \$100,000, Contractor employs mechanics or laborers subject to the Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended, Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by such Department of Labor regulations.

(g) **Clean Air Act and Federal Water Pollution Control Act:** Contractor shall comply with all provisions and all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as the same may be amended, in the performance of any services pursuant

hereto. Any violations of either Act hereunder shall be reported to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency.

(h) **Energy Policy and Conservation Act:** Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (41 U.S.C. 62101), as the same may be amended.

(i) **Solid Waste Disposal Act:** Contractor shall comply with the provisions of section 6002 of the federal Solid Waste Disposal Act, as amended by the federal Resource Conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consisting with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquire by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

(j) **Incorporation of Provisions:** The Contractor shall include the provisions of this Article 2.4 in every subcontract, including procurements of materials and leases of equipment, unless exempt by any applicable federal regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the state or federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the applicable state or federal funding agency to enter into such litigation to protect the interests of such state or federal funding agency.

(k) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the provisions of this section 2.4, the Town or any applicable state or federal funding agency may impose such contract sanctions as the Town or the applicable state or federal funding may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Contractor under any Work Order under this Agreement until the Contractor complies, and/or (ii) cancellation, termination or suspension of this Agreement or any Work Order, in whole or in part; and/or (iii) any other further sanctions as may be permitted by the applicable federal regulations governing the applicable federal funding, or as are not prohibited by law.

ARTICLE 3
SERVICES/WORK ORDERS

3.1 Based upon the needs of the Town related to any event as described in the RFP for Debris Removal, and the Town's determination to acquire services from Contractor, the Town will issue a Work Order to Contractor for the specific services needed. Issuance of a Work Order to Contractor for any needed services will be based on the Town's sole judgment and discretion, based on the Town's needs for the applicable event.

3.2 Each Work Order issued hereunder shall contain a description of the specific services required for that Work Order, and shall state the compensation to be paid to the Contractor for such Work Order, and shall include a schedule for completing the services and providing any products pursuant to the Work Order. Each Work Order issued to Contractor by the Town shall become a part of this Agreement upon approval by both parties. Compensation for each Work Order may be based on not-to-exceed amounts, or on time and materials using the hourly rates of Contractor provided with the Proposal (or as amended in a renewal term of this Agreement), or some other form of compensation as consented to by Contractor and the Town in the applicable Work Order. In the event that any Work Order is based on time and materials (as determined by the Town to be the only suitable method of compensation for such Work Order), the ceiling price for the services under that Work Order shall be \$50,000 regardless of the size of the event initiating the need for the services under the Work Order, which ceiling price shall be exceeded solely at the Contractor's risk. The Town acknowledges that adjustments to the services, schedule and compensation for any Work Order may be necessary based on circumstances; and any such adjustments must be consented to in writing by both Contractor and the Town. Contractor shall be authorized to proceed with services pursuant to any Work Order upon receipt of the fully executed Work Order, the bond required for such Work Order (if applicable) and any other information or documentation applicable to the Work Order as required by the Town. Contractor agrees to perform the services in consideration of the compensation described in each Work Order and in accordance with the terms of this Agreement.

3.3 The Town Clerk or his/her designee shall be authorized to execute any Work Order on behalf of the Town in the event the compensation for such Work Order does not exceed Fifty Thousand Dollars (\$50,000). The Town Mayor and/or his/her designee shall be authorized to execute any Work Order on behalf of the Town when such Work Order exceeds Fifty Thousand Dollars (\$50,000).

3.4 The Town reserves the right to issue a separate solicitation for any services it may need, at its discretion, regardless of whether a Work Order could be awarded for such services pursuant hereto. The Town also reserves the right to issue multiple Work Orders to any number of contractors with which it has entered into agreements pursuant to the RFP for Debris Removal, based on the Town's needs for any particular event.

3.5 The Town provides no guarantee that Contractor will be issued any quantity or dollar amount of Work Orders, or that Contractor will be issued any Work Order hereunder.

ARTICLE 4 **TERM/TERMINATION**

4.1 The term of this Agreement shall begin on the date as recorded on the first page of this contract document shall continue for five (5) years, unless otherwise terminated in accordance herewith. The term of this Agreement may be extended for two (2) additional one (1) year terms, with the agreement of both parties hereto. The renewal options may be exercised by letter agreement between the parties. The Town Commission shall have the authority to approve any renewal option. All work associated with any Work Order must be completed within the initial term or any extension of the term of this Agreement, unless the applicable Work Order is unavoidably delayed. In the event of such unavoidable delay, the term of this Agreement shall be continued for such Work Order until Contractor completes all services and provides all products required under such Work Order, and the Town accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

4.2 This Agreement may be terminated by the Town with or without cause by sixty (60) days written notice to the Contractor. This Agreement may be terminated by the Contractor by one hundred eighty (180) days written notice to the Town. Such termination shall be effective for the Contractor sixty (60) days or one hundred eighty (180) days for the Town, respectively, after receipt by the party being provided such written notice of intent to terminate. However, unless the Town is terminating for cause based on Contractor's failure to comply with the provisions of section 2.4 hereof, no termination for cause will be effective unless the party being provided notice of such termination for cause is first given ten (10) calendar days after receipt of notice of intent to terminate in which to cure the cause for termination.

4.3 In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination.

4.4 Notwithstanding any other provision herein to the contrary, in the event budgeted funds which are sufficient for the Town to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the Town shall notify Contractor of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the Town.

ARTICLE 5
METHOD OF BILLING AND PAYMENT

5.1 The Town shall pay to Contractor the sums indicated for services as set forth in each Work Order issued to Contractor.

5.2 Contractor shall submit all billings for payment of services rendered pursuant to the provisions of the applicable Work Order to the Town for processing. Billings shall be detailed as to nature of the services performed and shall refer to the particular line item(s) in the Work Order to which services apply. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid. Billings shall also contain any additional information required by the Town to facilitate reimbursement or payment for Contractor's services to the Town by any applicable federal program.

5.3 Contractor acknowledges that each billing must be reviewed and approved by the Town Clerk and/or his/her designee pursuant to the applicable Work Order. Should the Town Clerk, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, or does not provide sufficient information or detail required for the Town to qualify for federal reimbursement or payment, Contractor shall adjust billing accordingly. However, Contractor shall be entitled to payment of any portion of a billing not in dispute.

5.4 The Town shall pay Contractor's billings in accordance with Sections 218.70 through 218.80, Florida Statutes, the Florida Prompt Payment Act.

ARTICLE 6
TOWN'S RESPONSIBILITIES

6.1 The Town shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Contractor.

6.2 The Town shall furnish to Contractor, upon request of Contractor and at the Town's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Town's possession. However, the Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3 The Town shall provide reasonable access and entry to all public property required by Contractor to perform the services described in this Agreement. All such access and entry shall be provided at the Town's expense. The Town shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Contractor to perform the services described in this Agreement.

ARTICLE 7
STANDARDS AND CORRECTIONS

7.1 Contractor shall perform or furnish to the Town all services pursuant to this Agreement to a level of technical skill, ability, and diligence as is required of similar contractors having the level of skill, expertise and specialized knowledge, as represented to the Town, both orally and in writing, to be possessed by Contractor, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards for the provision of the types of services to be performed by Contractor hereunder, and with the laws, statutes, ordinances, codes, rules and regulations governing the types of services to be performed by Contractor hereunder. The same standards of care shall be required of any sub-consultant or subcontractor engaged by Contractor.

7.2 Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any subconsultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of Town's rights under any applicable statute of limitations. The Town review of, approval of, acceptance of, or payment for any of Contractor's services or materials shall not be construed to operate as a waiver of any of Town's rights under this Agreement, or cause of action the Town may have arising out of the performance of this Agreement.

ARTICLE 8
NOTICES

8.1 Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, certified, or hand-delivered to the parties at the addresses listed below:

If to Town:

Town Clerk
135 HWY 40 West
Inglis, FL 34449

If to Contractor:

ARTICLE 9
NO CONTINGENT FEES

9.1 Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from

the award or making of this Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 10 **NO ASSIGNMENT**

10.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the Town. Further, no portion of this Agreement may be performed by subcontractors or sub-consultants without written notice to and approval of such action by the Town.

ARTICLE 11 **INDEMNIFICATION/INSURANCE**

11.1 Contractor shall indemnify, defend and hold harmless the Town in accordance with the provisions related to the same contained in this RFP. In addition, Contractor shall provide insurance at the coverage and amounts set forth in this RFP.

ARTICLE 12 **CONTACT PERSONS**

12.1 Upon written request of the Town, the Town Clerk shall designate one or more Town employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 13 **SEVERABILITY**

13.1 In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 14 **GOVERNING LAW/VENUE**

14.1 This Agreement shall be governed and construed in accordance with Florida law. In the event litigation arises involving the parties in connection with this Agreement, venue for such litigation shall be in Levy County, Florida.

ARTICLE 15
INDEPENDENT CONTRACTOR STATUS

15.1 Contractor is an independent contractor and is not an employee, servant, agent, partner of the Town.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

TOWN OF INGLIS

Steve Schwing, Mayor

Date: _____

ATTEST:

Cery Logeman, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Woodroe B. Fugate, Town Attorney

CONTRACTOR

Contractor

By: _____

Title: _____

Date: _____

ATTEST/WITNESS:

Print: _____

Inglis Town Clerk

From: William Monteverde <wmonteverde@bellsouth.net>
Sent: Wednesday, November 1, 2023 1:38 PM
To: Inglis Town Clerk; William MONTEVERDE
Cc: Bobby Fishwick
Subject: Agenda for November 14, 2023
Attachments: New Agenda Inglis NOV 14, 2023.docx; Florida Statute Currently in Place For November Meeting.docx

Dear Cery,

Please find my Agenda item in a Word doc. plus another reference doc. for reference.

Please confirm receipt.

Thank You,

Bill Monteverde

Town Of Inglis Commission Meeting

Agenda Request Form

All Persons requesting items to be placed on the Agenda for the next regular Town Meeting must fill out an Agenda Request Form and turn it into the Town Clerk along with any related materials. This will be accepted until noon Tuesday one week prior to the Commission Meeting.

Name: William A. Monteverde

Date Requested: 11/1/2023

Date Of Meeting: 11/14/2023

To: Commissioners: The following Florida Statute when incorporated into the Town of Inglis Ordinances requires that property owners cannot obstruct any public canal, drain, ditch or watercourse. Immediate corrective action required by the property owner. Failure to do so provides authority to Code Enforcement Officer and Board to remedy the obstruction with rights to lien property for all costs and fees.

Title XXI DRAINAGE

Chapter 298 DRAINAGE AND WATER CONTROL

SECTION 66

Obstruction of public drainage canals, etc., prohibited; damages; penalties.

298.66 Obstruction of public drainage canals, etc., prohibited; damages; penalties.—

(1) A person may not willfully, or otherwise, obstruct any public canal, drain, ditch or watercourse or damage or destroy any public drainage works constructed in or maintained by any district.

(2) Any person who willfully obstructs any public canal, drain, ditch, or watercourse or damages or destroys any public drainage works constructed in or maintained by any district shall be liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such misconduct and shall be liable to the district constructing the drainage work for double the cost of removing such obstruction or repairing such damage.

(3) Any person who willfully, or otherwise, obstructs any public canal, drain, ditch, or watercourse, impedes or obstructs the flow of water therein, or damages or destroys any public drainage works constructed in or maintained by any district commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

History.—s. 5, ch. 6190, 1911; s. 52, ch. 6458, 1913; RGS 5293, 5294; ss. 1-3, ch. 10110, 1925; CGL 1518, 1519, 7413-7415; s. 163, ch. 71-136; s. 28, ch. 79-5; s. 48, ch. 2010-205.

Note: Additional implementation of this Florida Statute of similar language or expanded intent by only a sample of other Florida Towns, Cities and Municipalities are attached in a separate file for review.

Signature William A. Monteverde

William A. Monteverde

Plantation, Florida - Code of Ordinances - ARTICLE II. - WATERWAYS

ARTICLE II. - WATERWAYS

- **Sec. 15-21. - Owners and occupants to maintain land abutting canals.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)

(a)

The owners or occupants of property abutting canals shall not permit the trees, shrubs, or other flora on such lands to grow out, over or into canals so as to interfere with any canal easement rights enjoyed by the city, its agents, or employees. In addition, the owners and occupants of abutting lands shall not permit the trees, shrubs, and other flora on such lands to grow over or into the canal so as to interfere with the use or utility of the canal waterway as a method of channeling waters during times of flood or other natural disaster.

(b)

Landowners and occupants of land abutting canals within the municipal boundaries of the city shall maintain the trees, shrubs, and other flora thereon in such a fashion so as to provide a minimum of an eight-foot vertical open-air clearance, measured at the canal's highwater mark. This eight-foot open-air clearance shall extend across the canal's banks.

(c)

The duty of an abutting landowner or occupant to maintain the flora, trees and shrubs shall also include a duty to remove any accumulation of leaves or branches which may from time to time fall into the canal by reason of maintenance or otherwise.

(d)

If any owner or occupant of such abutting lands fails to provide for the eight-foot open-air clearance above the canal waterway or fails to remove any branches or accumulation of leaves which may fall into the canal, the director of public works shall have the discretion whether to notify the code inspector for the code enforcement board for such board's enforcement action in accordance with [chapter 6](#) or whether to pursue, in the alternative or in addition thereto, such action as set forth in this section.

(e)

If any owner or occupant of such abutting lands fails to provide for the eight-foot open-air clearance above the canal waterway or fails to remove any branches or accumulation of leaves which fall into the canal, the director of public works may direct a certified letter, return receipt requested, to the owner or occupant of the abutting land, requesting that the canal be maintained as provided in this section, and further advising the owner or occupant that the city will have the canal so maintained unless the owner or occupant does so within a period of ten (10) days after receipt of the notice. The director shall designate in the letter the approximate cost to the landowner or occupant if the city does the maintaining, which costs shall not only include the actual cost to the city of the maintenance, but will also include a fee for the administrative work, postage, and such other costs as are necessary to be expended by the city. If such owner or occupant does not maintain the canal within ten (10) days after receipt of the letter from the director, then the city shall cause the canal to be cleaned out, the vegetation to be appropriately maintained, and all costs thereof shall be assessed against the land as an assessment. An assessment authorized in this section shall have the same payment deadlines, lien status, enforcement and foreclosure procedures, as special assessments enjoy under the Charter of the city.

(f)

If such letter is returned unclaimed, then a notice directed to the landowner or occupant of the street address shall be published in a newspaper of general circulation in the county once each week for two (2) consecutive weeks, two (2) publications being sufficient, directing the owner to forthwith commence, and within ten (10) days after the last publication of such notice, complete appropriate maintenance to the trees, shrubs, and other flora, in accordance with this section. A copy of the advertised notice shall be posted upon a front door of a structure on the property, or in a prominent place on the affected property. It will be a violation of this Code for anyone other than an owner or occupant of the affected lands to remove a posted notice, and this posted notice will so state. Furthermore, the advertised and posted notice shall advise the owner or occupant that the city will have the canal so maintained unless the owner or occupant timely maintains the canal in accordance with this subsection, and the notice shall approximate the cost to the landowner or occupant if the city does the maintaining, which cost shall not only include the actual cost to the city of the maintenance, but will also include a fee for the administrative work, postage, advertising costs, and such other costs as are necessary to be expended by the city. If the owner or occupant of the affected property does not timely maintain the canal, then the city shall cause the canal to be cleaned out, the vegetation to be appropriately maintained, and all costs thereof shall be assessed against the land as an assessment. An assessment authorized by this section shall have the same payment deadlines, lien status, enforcement and foreclosure procedures, as special assessments enjoy under the Charter of the city.

(g)

Since the duty to maintain the abutting lands is imposed on both a landowner and any occupant thereof, the city may hold either or both financially responsible for the assessment authorized by this section. It shall be no defense against the city that the landowner or occupant has, by private agreement or otherwise, delegated the duty to maintain the abutting land to one not a party to an administrative or legal procedure initiated to enforce an assessment or foreclose the lien authorized by this section, or to one not billed or assessed in a prelitigation, litigation, or postlitigation collection effort.

(Ord. No. 1383, § 1, 3-5-86)

- **Sec. 15-22. - Introducing or permitting foreign material into waterway.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)

It shall be unlawful for a person to introduce into any tidal waterway or permit the introduction therein through the use of his property any trash, garbage, manure, oil, debris, construction material or other obstructions. All obstructions so introduced shall be immediately marked to warn others and shall be thereafter removed forthwith.

Tequesta, Florida - Code of Ordinances Chapter 76 - WATERWAY CONTROL

- **Sec. 76-7. - Variances.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

(a)

Any person desiring a variance from the terms of this chapter shall make application for such variance to the planning and zoning board of the village in accordance with the procedures set forth in this section.

(b)

In order to authorize any variance from the terms of this chapter, the planning and zoning board must find with respect to the proposed project as follows:

(1)

The variance being requested meets the definition of the term "variance" as that term is used and understood in [chapter 78](#), zoning.

(2)

No hazardous condition would be created.

(3)

The flow of water would not be impeded or interfered with.

(4)

No obstruction to navigation would occur.

(5)

It would not interfere with traditional public uses of the waterway including, but not limited to, swimming, fishing, or boating.

(6)

It would not create an appreciable obstruction of waterway views or otherwise detract from aesthetic values.

(7)

It would not appreciably disrupt, interfere with, or disturb marine or benthic life.

(8)

It would not contribute to the pollution of the waterway or the degradation of its condition.

(9)

It would not interfere with the lawful rights of riparian owners.

(10)

It would be consistent with any other applicable laws, rules or plans.

(Ord. No. 7-12, § 1, 6-14-2012; Ord. No. 8-15, § 1, 6-11-2015)

- **Sec. 76-8. - Maintenance.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

Any structure or device constructed, erected or installed pursuant to this chapter shall be kept in good repair by the by the owner thereof and shall be subject to removal by the village in the event that such structure or device is determined to be unsafe or to create a navigation hazard by the village's building official or engineer. Any cost incurred by the village associated with said removal shall be assessed against the owner; however, notice and opportunity for a hearing pursuant to F.S. ch. 162, shall be afforded to the owner prior to such removal by the village.

Chapter 42 - WATERWAYS^[1]

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

Footnotes:

--- (1) ---

State Law reference— *Beach and shore preservation, F.S. ch. 161; tidal lands and bulkheads, F.S. § 253.12 et seq.; vessels, F.S. ch. 326 et seq.; pollutant discharge prevention and removal, F.S. ch. 376.*

Port Richey, Florida - Code of Ordinances PART II - CODE Chapter 42

WATERWAYS

- **Sec. 42-2. - Disposal of debris.**

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No debris shall be thrown or placed in any navigable waterway within the city limits. It shall be the responsibility of property owners to remove the tree limbs or other objects that may fall or have fallen into any navigable waterway adjacent to their property.

(Code 1977, § 10-4(e); Code 1996, § 86-2; Code 2008, § 44-2)

- **Sec. 42-3. - Obstruction of waterways.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

(a) It shall be unlawful for any person, willfully or otherwise, to obstruct any canal, drain, ditch or watercourse, or impede or obstruct the flow of water therein or to damage or destroy any drainage works within the city and under the jurisdiction of the city.

(b) It shall be unlawful for any person to erect or establish, on any waters of the city, any obstruction whereby the normal navigation of boats may be obstructed.

St. Petersburg, Florida - Code of Ordinances Chapter 7 - BOATS, BEACHES AND WATERWAYS

1. Sec. 7-94. - Abandoned vessels or watercraft.

[SHARE LINK TO SECTION](#) [PRINT SECTION](#) [DOWNLOAD \(DOCX\) OF SECTION](#) [EMAIL SECTION](#)

Vessels which are abandoned in any waterway within the City or which are sunk in any waterway within the City may be removed by the City or other governmental agency which has jurisdiction. If the ownership of an abandoned or sunken vessel can be ascertained, the owner shall be given written notice to remove the abandoned vessel within ten days of receipt of the notice. It shall be unlawful to allow an abandoned vessel to remain in any waterway within the City. Any owner so notified who has not removed such abandoned or sunken vessel shall be liable to the City for all costs incurred by its removal.

(Code 1973, § 10-19; Code 1992, § 7-77)

State Law reference— Interference with navigation, F.S. § 327.44.

Cape Coral Florida:

https://www.capecoral.gov/department/public_works/living_on_the_waterfront.php

What is Stormwater Runoff?

When rain falls on impervious surfaces, it flows to nearby stormwater conveyance systems; this is stormwater runoff. Stormwater runoff picks up and carries pollution. Trash, oil, grease, sediments, and pet waste are just a few pollutants that can be deposited into waterbodies by stormwater runoff. Soluble chemicals such as fertilizers and pesticides can also become stormwater pollutants.

Cape Coral's canal waterways serve as flood control for its residents. The 300 linear miles of freshwater canals collect stormwater runoff from the urban and suburban landscapes and retain it for gradual transfer to the tidal canals. In those areas of the city that contain the network of saltwater canals, stormwater runoff goes directly to the tide.

Protecting Living on the waterfront offers amenities that can add quality and value to the property. It also presents responsibilities to homeowners who value these shared resources. **the Waterfront**

When living on the waterfront, it is important to observe sound environmental practices. Some practices to consider: It is important to keep horticultural material, such as grass clippings and tree trimmings, from entering the waterbody. These materials can be unsightly and can add excess nutrients as they break down. Observing a no spray zone 10 to 15 feet away from any waterbody will ensure chemicals such as fertilizer, pesticides or herbicides won't runoff into the water when it rains. If boat maintenance is required, be sure to pull the watercraft out of the water to ensure that no oils or chemicals enter the waterbody. Living on the waterfront is an investment, do your part to protect this asset and resource.

Sanibel
Code of Ordinances
Chapter 74 WATERWAYS
Article I. IN GENERAL
§ 74-1. Obstruction of waterways.

Latest version.

• (a)

It is unlawful and prohibited for any person without written license or permit issued by the city to place any obstruction which interferes with navigation in a canal, navigable channel, or other location in the waters of the city.

(b)

It is unlawful and prohibited for any person without written license or permit issued by the city to place any permanent mooring device in a canal, navigable channel or other location in the waters of the city.

(c)

It is unlawful and prohibited for any person to post any sign, regulatory marker, aid to navigation or other device in any canal, navigational channel, or other

place in the waters of the city without having first obtained a license or permit from the appropriate state or federal agency where such permit is required under state or federal law, or a permit from the city.

(d)

It is unlawful and prohibited for any person to dock or moor a vessel at the dock, mooring piling or seawall of an abutting property owner without the consent of the owner or person in control of the premises, except in an emergency.

(e)

It is unlawful and prohibited for any person to dock or moor a vessel in a canal in such a manner that it protrudes beyond the property line, as projected, of another property owner without the consent of the owner or person in control of the premises.

(f)

In issuing any license or permit under this section, the city manager shall first determine that:

(1)

The proposed obstruction, sign, marker, aid or device is not contrary to state or federal law;

(2)

All necessary federal or state permits, if required, have been obtained, or that the license or permit is conditioned upon obtaining the federal or state permit;

(3)

The obstruction will not interfere with navigation;

(4)

The obstruction will not interfere with the rights of adjacent property owners; and

(5)

The owner has agreed to remove the obstruction at his expense if reasonably required by the city for the public health, safety and welfare.

(g)

This section does not affect or limit other requirements contained in the land development code related to docks, davits, lifts and other water-oriented structures.

(Code 1981, § 6-9)

- Chapter 33 - WATERWAYS AND VESSELS⁽¹⁾

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

Footnotes:

--- (1) ---

Editor's note— Ord. No. 8146-10, §§ 1—32, adopted February 18, 2010, amended Ch. 33 by repealing and renumbering sections throughout this chapter. The user is directed to the Code Comparative Table for a detailed analysis of inclusion of said Ord. No. 8146-10.

Cross reference— Administration, ch. 2; marine advisory board, § 2.196 et seq.; parks and recreation board, § 2.231 et seq.; littering in freshwater lakes, ponds, streams and coastal waters, § 21.02; prohibited acts on piers, bridges, and seawalls, § 21.09; parks, beaches and recreation generally, ch. 22; authority to regulate beaches, § 22.31; use of public bathing and swimming areas, § 22.33; boating in park property waters, § 22.34; fishing in park waters, § 22.35; unlawful to deposit garbage in ditches and waterways, § 32.276; land development code, subpart B; waterfront development, § 41.131 et seq.; docks, §§ 41.151 et seq., 53.21 et seq.; marine improvements, § 53.01 et seq.

State Law reference— Water resources, F.S. ch. 373.

- ARTICLE I. - IN GENERAL

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)[COMPARE VERSIONS](#)

- Sec. 33.001. - Municipal authority to regulate waterways.

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The city shall possess all rights to regulate the use of all waterways within the city and the conduct of all persons using such waterways, except as otherwise provided by law.

(Code 1980, § 114.01; Ord. No. 8146-10, § 1, 2-18-10)

- **Sec. 33.002. - Definitions.**

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The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City council means the City Council of the City of Clearwater, Florida

Commercial vessel means:

(a)

Any vessel primarily engaged in the taking or landing of saltwater fish or saltwater products or freshwater fish or freshwater products, or any vessel licensed pursuant to Florida Statutes from which commercial quantities of saltwater products are harvested, from within and without the navigable waters for sale either to the consumer, retail dealer, or wholesale dealer.

(b)

Any other vessel, except a recreational vessel as defined in this section.

Derelict vessel means any vessel that is left, stored, or abandoned:

(a)

In a wrecked, junked, or substantially dismantled condition upon any navigable waters within the city;

(b)

At any port or mooring facility in this city without the consent of the agency having jurisdiction thereof; or

(c)

Docked, grounded at, or beached upon the property of another without the consent of the owner of the property.

Direct sewage pump-out connection means a connection between a vessel and the city sewer system for the purpose of removing sewage from the holding tank or head on a vessel.

Disabled, as used to describe a vessel, means that the vessel is unable to move under its own mechanical power or sail because of a mechanical failure or emergency.

Discharge means but is not limited to any spilling, leaking, pumping, pouring, emitting, emptying, or dumping.

Dock means as defined by section 8-102 of the Clearwater Community Development Code.

Harbormaster means the harbormaster of the city, or the harbormaster's designee or duly appointed substitute or deputy.

Hazardous chemicals or substances means the term as defined by state and federal law or regulations.

Holding tank means a receptacle on a vessel which is used to contain sewage.

Length means the measurement from end to end over the deck parallel to the centerline excluding sheer.

Live-aboard vessel means:

(a)

Any vessel used solely as a residence and not for navigation;

(b)

Any vessel represented as a place of business, or a professional or other commercial enterprise; however, a commercial fishing boat is expressly excluded from the term "live-aboard vessel;" or

(c)

Any vessel for which a declaration of domicile has been filed pursuant to Florida Statutes

Marina facilities means as defined by section 8-102 of the Clearwater Community Development Code.

Marine sanitation device means equipment other than a toilet, for installation on board a vessel, which is designed to receive, retain, treat, or discharge sewage, and any process to treat such sewage.

Mooring means the act of docking, anchoring, intentional grounding, or otherwise securing a vessel such that any portion of the vessel is in the water.

Motorboat means any vessel equipped with machinery for propulsion, irrespective of whether the propulsion machinery is in actual operation.

Navigable waters means all portions of those waters, up to and including the mean high-water mark, located within the corporate limits of the city, which are of such size and so situated as may be used for purposes common or useful to the public, and shall include all waterways or portions of waterways which are susceptible to being used in their natural and ordinary condition as a highway for commerce, over which trade and travel are or may be conducted in the customary modes of trade and travel on water. This definition shall not apply to landlocked inland waters to which the general public does not have access or the right of use.

Operate means to be in charge of or in command of or in actual physical control of a vessel upon the navigable waters, or to exercise control over or to have responsibility for a vessel's navigation or safety while the vessel is underway upon the navigable waters, or to control or steer a vessel being towed by another vessel upon the navigable waters.

Owner means a person, other than a lienholder, having the property in or title to a vessel. The term includes a person entitled to the use or possession of a vessel subject to an interest in another person, reserved or created by agreement and securing payment of performance of an obligation, but the term excludes a lessee under a lease not intended as security.

Person means an individual, partnership, corporation, or other legal entity. As used in this chapter, the term includes but is not limited to any owner, master, officer, or employee of any vessel.

Personal watercraft means a vessel less than 16 feet in length which uses an inboard motor powering a water jet pump, as its primary source of motive power and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

Petroleum products means oil, gasoline, diesel fuel, petroleum or chemical compositions of any kind which contain petroleum in any form, including fuel oil, oil sludge, oil or fuel residue, and oil refuse.

Recreational vessel means any vessel:

(a)

Manufactured and used primarily for noncommercial purposes; or

(b)

Leased, rented, or chartered to a person for the person's noncommercial use.

Sewage means human body wastes and the contents and wastes from toilets, marine sanitation devices, and other receptacles designed, intended, or used to receive or retain human body wastes.

Sewage pump-out station means a system consisting of a pump, with or without a tank, with sewer transfer lines having an approved connection to the city sewer system, which can be temporarily connected to a vessel for the purpose of removing sewage from the vessel's holding tank or head. Any such system may be either fixed or portable.

Vessel is synonymous with boat as referenced in s. 1(b), Art. VII of the State Constitution and includes every description of watercraft, barge, and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

(Code 1980, § 114.02; Ord. No. 8146-10, § 2, 2-18-10)

Cross reference— Definitions and rules of construction generally, § 1.02.

- **Sec. 33.003. - Placing, discharging or depositing trash, debris, etc., into navigable waters.**

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(1)

It shall be unlawful for any person to place, discharge or deposit, or cause or allow to be placed, discharged or deposited, either from or out of any vessel of any kind, or from the shore, dock, seawall, wharf or structure of any kind, any sewage, trash, garbage, petroleum products, hazardous chemicals or substances, or refuse material of any kind or description into navigable waters.

(2)

It shall be unlawful for any person to place, discharge or deposit, or cause or allow to be placed, discharged or deposited any material or matter described in subsection (1) of this section in or on any place on the bank or shore of any navigable waters or on

the bank or shore of any tributary where the same is reasonably likely to be washed into such navigable waters, either by ordinary tidal actions or by the action of rain, floods or otherwise.

(3)

This section shall not prohibit operations in connection with the improvement of navigable waters or the construction of public works which have been approved by the state department of natural resources, the state department of environmental regulation, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, or the U.S. Department of Interior. Nothing in this section shall prohibit the deposit of any material pursuant to a permit issued by the Secretary of Defense of the United States with the consent, where necessary, of the state. This section shall not be construed as prohibiting that which is permissible in accordance with any provision of the U.S. Code or state laws relating to navigable waters or pollution control.

(Code 1980, § 114.03)

State Law reference— Deposit of material in tidewater regulated, F.S. § 309.01; state litter law, F.S. § 403.413.

Florida Department of Environmental Protection DEP

<https://floridadep.gov/sec/sec/documents/dep-dsi-guidance-waterway-debris>

Man-made canals dredged from uplands are not state-owned waterways and are the responsibility of the home or business owners fronting the canals. Certain other dredged canals are the responsibility of Water Management Districts.

Note: Hold down (ctrl) key plus left mouse click to view.

Select pdf to download file listed

University of Florida Canals

<https://plants.ifas.ufl.edu/manage/overview-of-florida-waters/waterbody-types/canals/>

Note: Hold down (ctrl) key plus left mouse click to view

South Florida Water Management:

<https://www.sfwmd.gov/news-events/news/dyk-keeping-canals-clear-protects-communities-flooding>

Note: Hold down (ctrl) key plus left mouse click to view

**TOWN OF INGLIS
RESOLUTION
R16-23**

**A RESOLUTION OF THE TOWN OF INGLIS, FLORIDA,
ESTABLISHING A FEE SCHEDULE TO COVER COSTS OF
PERMITS, PLAN REVIEWS, INSPECTIONS AND BUILDING
SERVICES ADMINISTRATION: AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, the Town Commission has entered in to an Agreement with North Florida Professional Services, Inc to perform administration costs for plan reviews, inspections and building department services; and,

WHEREAS, the Town Commission has found that Permit, Inspection, and Building Department fees had not been established ; therefore,

BE IT RESOLVED BY THE TOWN OF INGLIS, FLORIDA, That:

The Towns schedule of permits, plan reviews, inspections and Building Department fees shall be established to cover the costs of administration, permitting, and building plan review and inspections shall be as shown on the attached **Exhibit A**.

PASSED AND ADOPTED THE ____ DAY OF NOVEMBER 2023

Steven D Schwing, Mayor
Town of Inglis

WITNESSED AND ATTESTED BY _____, Town Clerk
Cery Logeman

Exhibit A
Scope of Services

NFPS will provide:

1) Building Code Official for the Town who will serve as the Building Code Administrator and Building and Zoning Official under the Inglis code of Ordinances; Administrative Official under the Inglis Code of Ordinances Land Development Regulations; and Floodplain Administrator under the Inglis Code of Ordinances (including future duties under any updated flood ordinances),

2) Florida Statute §468 certified Plans Examiner(s) and Inspector(s), to perform mandatory building code administration, plan reviews and inspections associated with any of the general building, structural, mechanical, electrical, and plumbing building components, and in accordance with the Florida Building Code and the Inglis Code of Ordinances.

3) Florida State certified Fire Inspector(s) and Plans Examiner(s) to perform mandatory Fire plan reviews and Fire inspections associated with State Fire Marshal mandated requirements for new and existing structures to include but not limited to plan review for new permits and inspection of permitted items, and in accordance with the Inglis Code of Ordinances (specifically but not limited to Chapter 27).

These services will be provided by NFPS on behalf of the Town as their agent so as to reasonably assure compliance with the Florida Building code, Florida Fire Code, local administrative and technical amendments, Inglis Code of Ordinances, Local Flood Ordinances, and any future amendments to the preceding and, in accordance with the following:

Building Plans Review	
• Residential	\$125
• Commercial	\$125
Inspections	
• Building Official	\$125
• Building Inspector	\$100

All fees are based hourly.

Note: Reinspection fees are charged for actual return trips to the jobsite. Corrections that do not require a return trip to the site do not incur the reinspection fee. i.e., Corrections made via plan revision or engineer letter.

NFPS may provide other services as required, which may include: review and investigation of violations of building codes, and assessment of damage after a natural disaster. The rate of compensation for those other services not related to a permit will be billed at a mutually agreed upon hourly rate.

Personnel will be provided as needed and during mutually agreed upon times to maintain office hours for the Town's Building Department and available by phone during normal business hours.

Specifically, to be provided by NFPS will be all wages, payroll burden, employee benefits, vehicles, fuel, and worker's compensation, liability and automobile insurance associated with the required technical personnel.

Specifically excluded and to be provided by the Town will be all office facilities and consumables, utilities, badges/Id.'s and office telephone, and copier/fax.

SCHEDULE OF FEES, RATES AND CHARGES

• SCHEDULE OF FEES, RATES AND CHARGES DEVELOPMENT DEPARTMENT

Note regarding refunds: Once an application is filed with the Town and the associated fees, rates or charges are paid to the Town, no refunds will be issued to the applicant, unless a refund is specifically provided for in this Appendix or unless the permit was issued in error by the Town.

Note regarding additional costs: The permit fees do not include additional costs to be paid by applicant for the services of engineers, legal counsel, or other professional consultants that are retained by the Town in connection with review of any application or permit.

Note 1—For the purpose of determining fees, floor area shall be the gross overall outside area of a building at each story, including all portions under roofs.

Note 2—The building permit fee for a new building or addition includes flat work, such as stoops, sidewalks, patios, garage aprons or other walking surfaces incidental to the building, provided that no foundations are incorporated in the flat work.

Note 3—A separate building permit is required for each building, structure, or improvement of existing buildings, even when located on the same lot, tract, or parcel.

Note 4—Where a fee is based on value of the improvement and the valuation is not provided by the applicant, valuation will be determined by the Town Development Department based on valuation data published by Southern Building Code Congress International or International Code Council, multiplied by the appropriate regional modifier. When the applicant provides the valuation, the Town Development Department reserves the right to review and require documentation to support the valuation as reasonable and appropriate.

Note 5—Separate permit fees are required for electrical, plumbing, mechanical, fuel gas, or other permits shown elsewhere in this schedule, unless otherwise indicated.

1. Minimum fee for any building permit	\$125.00
2. Fee for inspection/reinspection trips Note: The number of inspection trips required for each project will be determined by the plans examiner. Inspection trip fees are in addition to the permit fee, unless otherwise stated in the specific permit section.	\$ ____ .00 per trip for initial inspection, 1 st reinspection or 2 nd reinspection \$120.00 per trip for 3 rd or subsequent reinspection
3. Manufactured (Mobile) move-on permits—Residential and commercial	\$720.00, includes plans review, 2 inspections and all subcontractor fees
4. Used manufactured (Mobile) pre-inspections	\$125.00 in Town \$150.00 out of Town
5. New construction, renovation, addition or remodel of building—Residential	
First \$1,000 of value of improvement	\$125.00
Each additional \$1,000 of value, up to \$100,000	\$8.00
Each additional \$1,000 of value, up to \$400,000	\$7.00

**• SCHEDULE OF FEES, RATES AND CHARGES
DEVELOPMENT DEPARTMENT**

Each additional \$1,000 of value that exceeds \$400,000	\$5.00
6. New construction, renovation, addition or remodel of building—Commercial	
Note: Fire review/inspections are additional	
First \$1,000 of value of improvement	\$250.00
Each additional \$1,000 of value, up to \$100,000	\$8.00
Each additional \$1,000 of value, up to \$400,000	\$7.00
Each additional \$1,000 of value that exceeds \$400,000	\$5.00
7. New construction, renovation, addition or remodel of structures other than buildings	
First \$1,000 of value of improvement	\$250.00
Each additional \$1,000 of value, up to \$100,000	\$8.00
Each additional \$1,000 of value, up to \$400,000	\$7.00
Each additional \$1,000 of value that exceeds \$400,000	\$5.00
8. Re-roofing and roof-over permits	\$225.00 for residential, includes 2 inspections
Note: For structural re-roofs, the fee schedule in 5 (for residential) or 6 (for commercial) above shall apply.	\$300.00 for commercial, includes 2 inspections
9. Dock and sea wall permits	\$225.00 for residential, includes 2 inspections
Note: Separate permits are required for any dock that has separate electrical service and/or electrical wiring.	See fee schedule in <u>7</u> above for commercial, includes 2 inspections
10. Screened enclosures, carports, gazebos and DBPR shed permits	\$125.00; plus \$8.00 per each 100 square feet and plus \$.01 per square foot for state surcharge
Note: Also requires building plans review fee in 22 below.	
11. Swimming pool permit	\$400.00 for residential, includes plans review and 2 inspections
Note: Pool permit includes pool construction, child resistant barrier and water circulation equipment only. Separate permits are required for electrical wiring, electrical upgrade of service, separate electrical services, pool water heaters, gas piping to water heaters, screen enclosures and other amenities or trades.	\$900.00 for commercial, includes plans review, fire inspection and review and 2 inspections
12. Public amusement device permit	
Note: this includes, but is not limited to, mechanical ride, slide, sailing, swinging; but not applicable to temporary/mobile carnivals, circuses, or amusements.	\$125.00

**• SCHEDULE OF FEES, RATES AND CHARGES
DEVELOPMENT DEPARTMENT**

13. Demolition of building permit	\$125.00, includes 2 inspections
14. Minor excavation or fill permit	\$125.00
15. Sign permit Note: Separate permits required for electrical permit for lighting and for zoning review.	\$250.00, includes plans review
16. Plumbing permit	\$125.00 for residential, includes 1 inspection \$250.00 for commercial, includes 1 inspection
17. Electrical permit	\$125.00 for residential, includes 1 inspection \$250.00 for commercial, includes 1 inspection
18. Heat, vent, air conditioning and refrigeration permit Note: Window units (25,000 BTUs or less) do not require a permit	\$125.00 for residential, includes 1 inspection \$250.00 for commercial, includes 1 inspection
19. Fuel gas permit	\$125.00 for residential, includes 1 inspection \$250.00 for commercial, includes 1 inspection
20. Bulk fuel tank installation or replacement permit Note: Separate permits are required for electrical and/or mechanical systems or devices.	\$125.00 for propane, includes 1 inspection \$250.00 for all other fuel types, includes 1 inspection
21. Mechanical/gas permit	\$125.00 for residential, includes 1 inspection \$250.00 for commercial, includes 1 inspection
22. Building plans review Note: The minimum building plans review fee is \$____.00	20% of building permit fee for residential 30% of building permit fee for commercial
23. Floodplain Management Services	
a) Minimum Floodplain Review	\$85.00
b) Substantial Improvements Review	\$200.00
c) New Residential and Commercial Review	\$300.00

**• SCHEDULE OF FEES, RATES AND CHARGES
DEVELOPMENT DEPARTMENT**

24. Renewal/transfer of building permit

a) Building permits that have expired because construction was not commenced within six months of issuance, or because more than six months have elapsed since passing a required inspection, may be renewed for 50% of the original building permit fees (excluding impact fees and service fees such as zoning review, site plan approval, flood hazard determination and plans review); but only if the request for renewal is submitted within six months of the date the building permit expired.

b) Building permits that have expired because construction was not commenced within 12 months of issuance, or because construction has ceased for more than 12 months, or because more than 12 months have elapsed since passing a required inspection, may be renewed for 100% of the original building permit fees (excluding impact fees, service fees such as zoning review, site plan approval, flood hazard determination, and plans review fees); but only if the request for renewal is submitted within 24 months of the date the building permit expired.

c) Building permits that have expired because construction was not commenced within 24 months, or because construction has ceased for more than 24 months, or because more than 24 months have elapsed since passing a required inspection, are null and void and may not be renewed. Any subsequent application will be treated as a new application and all fees (other than impact fees) must be paid. Whenever construction has ceased for 5 years or more, impact fees must be paid.

d) Upon written notarized authorization by the permit holder, a valid or otherwise active building permit may be transferred to another applicant with the payment of an administration fee of 25% of the original building permit fees paid (excluding impact fees and service fees such as zoning review, site plan approval, flood hazard determination, and plans review.) In no case shall the administration fee to transfer a valid or otherwise active building permit be less than \$30.00.

Inglis Town Clerk

From: LeeAnne Rohrer <leeanne@normdfugatepa.com>
Sent: Friday, October 13, 2023 2:47 PM
To: Mayor Of Inglis; Inglis Town Clerk
Cc: Blake Fugate
Subject: Fireworks Contract
Attachments: CONTRACT ADDENDUM.pdf

Cery ~ Blake asks for the attached addendum to the Fireworks contract to be added to the next agenda for approval by the Commission.

LeeAnne Rohrer
Legal Assistant
Fugate & Fugate - A Law Firm
www.fugateandfugatelaw.com

248 N.W. Main Street
Post Office Box 98
Williston, Florida 32696
Phone (352) 528-0019
Fax (352) 528-4919
leeanne@normdfugatepa.com



Fugate & Fugate

A Law Firm

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FOUR SEASONS DISPLAY, INC

5500 New Jersey Avenue
De Leon Springs, FL 32130
386-878-9832

CONTRACT ADDENDUM

Addendum to Fireworks Display Contract Between Four Seasons Display, Inc. and the Town of Inglis of the 10th April 2023.

FOUR SEASONS DISPLAY, INC. will present a **15 – 20 minute** Fireworks display on July 6, 2024 and July 5, 2025 and July 4, 2026 and July 3, 2027 for \$20,000 (Twenty Thousand Dollars) each display. Displays will be presented at the South Levy Recreational Park in Inglis, Florida. ***Town of Inglis can increase the budget for any display at a rate of approximately \$1,000 per minute.***

FOUR SEASONS DISPLAY, INC. will waive the terms of the contract in the event that Town of Inglis is unable to budget or obtain the funds for a fireworks display, provided Four Seasons Display, Inc. is notified prior to the deposit due date of each display. The terms of the contract will remain in force for the remaining years of the contract.

This addendum is effective immediately upon signing by all parties and is in effect for all years of the original contract.

Signature _____ Date _____
Four Seasons Display, Inc.
Teresa Mann, Vice President
5500 New Jersey Avenue
De Leon Springs, FL 32130
407-467-5410
fourseasonsdisplayinc@gmail.com

Signature _____ Date _____
Town of Inglis
Steven Schwing, Mayor
135 Hwy 40 W
Inglis, FL. 34449
352-447-2203 ext. 107
mayor@townofinglis.org