

## **AGENDA**

# **PARRISH FIRE DISTRICT**

**January 28, 2025 – 6:00 p.m.**

- 1. Open meeting for the Parrish Fire District**
- 2. Prayer and Pledge**
- 3. Minutes of meeting November 26, 2024**
- 4. Public Comment**
- 5. Roof Contractor**
- 6. Financial Reports**
- 7. Administration Report**
- 8. Commissioner's Report:**

**Commissioner Ramsey  
Commissioner Stevens  
Commissioner Griesi  
Commissioner Webb**

**Chairman's Report  
Commissioner Chitty**

- 9. Awards & Promotions Ceremony**

If any person desires to appeal any decision of the Fire Commission or of any other Board or Commission of the Fire District, that person will 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. F.S. 286.0105

The Parrish Fire District does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability status in employment or in provision of services. Disabled individuals may receive special accommodation in services on one working day's notice. F.S. 286.011 (6)

November 26, 2024

The Board of Commissioners of the Parrish Fire District met in regular session on Tuesday, November 26, 2024, at 6:00 P.M. in the Commission Chamber.

Present were:	Edward G. Chitty	Chairman
	Kevin L. Webb	Vice - Chairman
	John Z. Griesi	Commissioner
	Edward W. Stevens	Commissioner
	Sawyer L. Ramsey	Commissioner
	Stacey S. Bailey	Fire Chief

Chairman Chitty opened the meeting of the Parrish Fire Commission.

The minutes of the previous meeting held October 22, 2024, were approved on a motion by Commissioner Griesi, seconded by Commissioner Stevens and carried by a vote of 5-0.

Chairman Chitty called for public comment, there was none.

Chairman Chitty advised the board members that commission officers needed to be elected for 2025-2027. Commissioner Rasmey made a motion to keep all officers the same Commissioner Chitty as Chairman, Commissioner Webb as Vice-Chairman, Commissioner Griesi as Secretary/Treasurer, seconded by Commissioner Stevens, and carried by a vote of 5-0.

Chairman Chitty advised appointments for 2025 to the Manatee County Fire Commissioners Association was necessary. Commissioner Webb made a motion to keep Commissioner Griesi as the Representative if he accepts, Commissioner Griesi accepted the motion, it was then seconded by Commissioner Stevens and carried by a vote of 5-0.

Chairman Chitty brought up the next years Commission Meeting dates, if anything needs to be changed, then now is the time. Commissioner Webb made a motion to approve the 2025 Commission meeting dates, seconded by Commissioner Stevens, and carried by a vote of 5-0.

Financial report for month ending October 2024 was presented. Chief Bailey indicated that the general fund hasn't received anything in revenue, with expenses being at a minimum. The Impact Fee account hasn't received anything in revenue either. The financial reports were approved on a motion by Commissioner Stevens, seconded by Commissioner Webb and carried by a vote of 5-0.

In the administration report Chief Bailey presented several items that are being worked on by staff.

In the Commissioners reports

**Commissioner Ramsey** – Thanked everyone for all the hard work being done.

**Commissioner Stevens** – Thanked everyone for all the hard work being done, the district is headed in the right direction.

**Commissioner Griesi** – Thanked everyone for all their hard work, voting for him & Wished everyone a Happy Thanksgiving.

**Commissioner Webb** – Thanked everyone for all their hard work.

**Commissioner Chitty** – Congratulations to John on being appointed to Commissioner, good job being done by everyone.

With no further business for the board, Commissioner Ramsey motioned to adjourn the meeting, seconded by Commissioner Stevens and carried by a vote of 5-0. Meeting adjourned at 6:13 pm.

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CHAIRMAN

ATTEST:

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SECRETARY

**AGENDA NUMBER**      **PAGE NUMBER**

**3**                      **N/A**                      **Minutes of November 26, 2024**  
  
**COMMISSION ACTION NECESSARY**  
**Motion to approve minutes. Second. Vote**

**4**                      **N/A**                      **Public comment**  
All citizens wishing to speak to the Commission on an agenda item or a future agenda item must complete a speaker card. A citizen, after being recognized by the Chairman, should come to the podium and, for the public record, state their name and address and state whether they are in favor of or against the agenda item they wish to address. The length of time each citizen may address the Board of Commissioners shall be limited to two (2) minutes.

**5**                      **1-8**                      **Roof Contractor for Station 1**  
Per staff recommendation we would like to use Crowther to replace / repair the roof for station 1.  
  
**COMMISSION ACTION NECESSARY**  
**Motion to Approve/disapprove Contract with Crowther  
Second, Vote**

**6**                      **Insert**                      **Financial Reports**  
  
**November & December 2024**  
  
**COMMISSION ACTION NECESSARY**  
**Motion to Approve/disapprove Financial reports  
Second, Vote**

**7**                      **N/A**                      **Administration Report**  
  
**COMMISSION ACTION NECESSARY**  
**None - Information Only**

8

N/A

Commissioner's Report:

Commissioner Ramsey  
Commissioner Stevens  
Commissioner Griesi  
Commissioner Webb  
Chairman Chitty

9

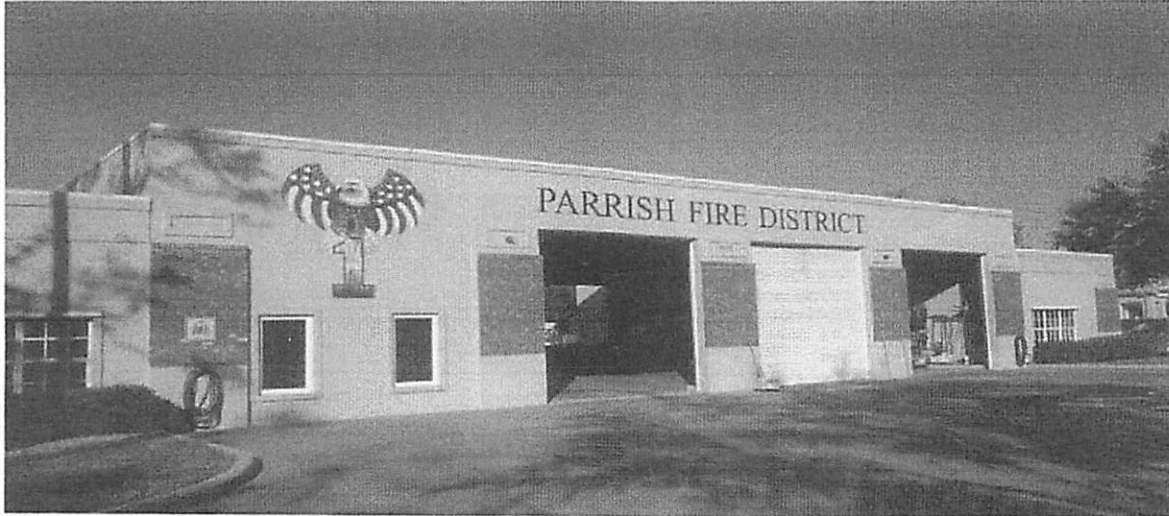
N/A

2024 Awards & Promotions

# Roof Replacement Proposal

Prepared for:

*Parrish Fire Station #1*



**RESOURCES TO DO THE JOB -- ANY JOB!**



**Crowther Roofing and Sheet Metal of Florida, Inc.**

Ft. Myers: (239) 337-0026 ♦ Naples: (239) 649-5006 ♦ Port Charlotte: (941) 764-9800

Sarasota: (941) 343-9600 ♦ Jupiter (561) 624-9400

INITIALS \_\_\_\_\_

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# Roof Replacement Proposal

December 9, 2024

Crowther Roofing and Sheet Metal of Florida, Inc. (hereafter "Crowther") submits this proposal subject to the terms and conditions outlined on the reverse side:

**Owner Address** Parrish Fire Control District of Manatee Co. Fl  
12132 US 301 N  
Parrish Fl 34219

**Jobsite Location Address** 12132 US 301 N  
Parrish Fl 34219

**Contact Person** Stacey Bailey  
**Phone #** 941.313.0977  
**Email** [sbailey@parrishfd.org](mailto:sbailey@parrishfd.org)

## Crowther Roofing & Sheet Metal of Florida, Inc.

2543 Rockfill Road, Fort Myers, Florida 33916  
Phone: (239) 337-1300 Fax: (239) 337-0878

7321 International PL., Sarasota, Florida 34240  
Phone: (941) 343-9600 Fax: (941) 371-8969

15865 Assembly Loop Rd., Jupiter, Florida 33478  
Phone: (561) 624-9400 Fax: (561) 624-9189

**Toll Free: 1-800-741-3114**  
[www.crowther.net](http://www.crowther.net) ♦ [www.roofcheck.net](http://www.roofcheck.net)

Florida Contractors License Numbers:  
CCC 039822 / CMC 1250360

INITIALS \_\_\_\_\_

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# Roof Replacement Proposal

We hereby submit specifications and estimates for roofing and sheet metal work as follows:

Roof Section(s) / Building(s)	Approximate Square Feet
Entire Roof Area	8,050+/-

## Proposal Details, Specifications and Estimate:

\*\*\* Crowther will perform visual inspection of the existing conditions, there may be some necessary repairs / r replacement to the existing deck. Any repair / replacement will be an added cost at the unit cost rates denoted below in Qualifier "A" \*\*\*

- Provide Manatee County permit and schedule all required inspections.
- The existing metal panel roof system are to remain.
- Prep the existing roof system and repair as necessary to provide a suitable surface for the new roof system.
- Cut back the existing overhanging roof edge to allow for the new drip edge to be installed.
- Remove coping, gutters, and downspouts and dispose of in accordance with local codes.
- Inspect and repair any damaged/deficient roof decking as required to ensure a suitable substrate for the installation of the new roof system. (See Qualification A Below)
- Obtain the services of a third-party engineer to obtain the required fastening patterns for wood blocking and mechanically attached roof insulation to comply with the current Florida Building Code requirements.
- Furnish and install new pressure treated 2"x 6" lumber to the top of the existing metal panels at the roof edge to accommodate the height of the new roof insulation and metal flashings.
- Furnish and install a new roof insulation to infill the existing metal panels to the height of the existing rib that are loose laid between the metal panels.
- Furnish and install a 1/2" coverboard over the insulation system that is mechanically attached to the metal deck.
- Furnish and install a new 24-ga. painted finish metal drip edge to the roof edge that is mechanically fastened to the new wood nailers and properly sealed.
- Furnish and install a new .060 mil. TPO system that is mechanically fastened per the manufacturer's specific recommendations and current code requirements.
- Furnish and install 1/2" plywood that is mechanically attached at the parapet walls.
- Furnish and install new .060 mil TPO flashings to the penetrations and walls per the manufacturer's specific recommendations.
- Furnish and install a new 24-ga. painted finish metal coping cap that is mechanically fastened to the wood nailers and properly sealed.
- Furnish and install new box gutters and downspouts that are shop fabricated from .032 aluminum with a painted finish at existing locations.
- Furnish a Two (2) year contractor's warranty and a Twenty (20) year No Dollar Limit Carlisle (or equal) manufacturer's warranty.

INITIALS \_\_\_\_\_





*"If a Payment & Performance Bond is required (which would include the term of the project and a one-year maintenance period), add 1.5% to any contract price. If any additional years of warranty (maintenance) are required to be secured by this Bond, please ADD 0.15% per year to any contract price."*

- *Force Majeure: Crowther Roofing shall not be responsible for any cancelation of delay in delivery or performance resulting from causes beyond its control, including, but not limited to: Acts of God; strikes or other labor disturbances; equipment failure; delays in transportation; inability to obtain fuel, materials, equipment, or parts; war; acts or terrorism; riots; epidemics; pandemics; floods; fire; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which was a basic assumption on which the contract/proposal was made.*
- *If there is an increase in the actual cost of the labor or materials within this Agreement in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased that will be documented by a Change Order that will be submitted by Crowther Roofing and will be accepted by the Owner/Agent/Contractor. Documentation of such increase will be provided of such increases upon request.*

**You, the residential property owner, may cancel this contract without penalty or obligation within 10 days after the execution of the contract or by the official start date, whichever comes first, because this contract was entered into during a declaration of a state of emergency by the Governor. The official start date is the date on which work that includes the installation of materials that will be included in the final work on the roof commences, a final permit has been issued, or a temporary repair to the roof covering or roof system has been made in compliance with the Florida Building Code.**

INITIALS \_\_\_\_\_



### Safety and Insurance:

Crowther shall be responsible for initiating, maintaining and supervising safety precautions in connection with the performance of this proposal.

We will provide Fall Protection utilizing a Safety Monitoring System in accordance with current OSHA Standards.

If Fall Protection other than Safety Monitoring is imposed, the cost of the additional Fall Protection will be added to the above mentioned Contract Amounts.

Crowther shall provide proper insurance and provide Owner with a copy of the insurance certificate.

### Acknowledgements:

- ◆ Agreements are contingent upon strikes, accidents or delays beyond our control.
- ◆ Workers are fully covered by Workman's Compensation General Liability Insurance. Owner to carry fire, tornado and other necessary insurance.

### Qualifications:

- (a) Because the condition of the existing roof deck is hidden until the roof is removed, there may be some necessary repairs to the deck to ensure that we have a smooth, pliable surface to install the new roof systems. Any minor repairs to the roof deck will be completed on a time (**\$105.00 per hour, per technician**) and materials (**our costs, plus 15%**) basis.
- (b) There may be some necessary repairs to any area that is hidden or unforeseen such as but not limited to decking fascia etc. Any repairs to these areas will be completed on a time (**\$105.00 per hour, per technician**) and materials (**our costs, plus 15%**) basis.
- (c) The color of the new metal flashings will need to be chosen from standard manufacturer's color selection and verified in writing prior to commencement of this work.
- (d) All sheet metal components to be lapped together or have underside expansion-plates installed in accordance with the installation guidelines of SMACNA (Sheet Metal and Air Conditioning Contractors' National Association, Inc.).
- (e) Submit a full specification/detail package detailing all related roof details for the owner's agent approval. This package will need to be accepted by the owner's agent and verified in writing prior to commencement of this work.
- (f) This includes all the proper roofing permits and inspections required for this project. This will require the owner/owner's representative to complete and notarize a Notice of Commencement to obtain the proper permits.
- (g) Crowther to have access next to the building. This may require traffic/parking considerations at the existing facility.
  - a. Crowther Roofing has not included any consideration for landscape repair and if we are directed to landscaped areas for roof access, all repairs to return this area to the previous condition has been excluded from the scope of work.
- (h) This project is to be completed during normal business hours of the day, which are approximately 6:30 a.m. to 5:00 p.m.
- (i) Normal construction debris and noise shall be expected.
- (j) Clean up and removal from premises of all debris caused by this work is included.
- (k) The scope of work described above will be completed by experienced mechanics fully covered with the proper amount of workers compensation and general liability insurance.
- (l) Any additional scopes of work or repairs will incur the time and materials rates as stated prior. Such additional work will require the issuance of a Change Order to amend the proposed value.
- (m) We reserve the right to negotiate the Terms and Conditions of a Subcontract Agreement.
- (n) During the time the lightning protection is removed, Crowther Roofing and its insurance company are not responsible for possible lightning strikes during the completed of this work.
- (o) Credit cards are an acceptable form of payment, but in the event one is used for any payment, Crowther reserves the right to recover any additional fees/merchant service fees that may accompany such credit card. Because each card is different, the recovery of these fees will be addressed at the time of payment.

INITIALS \_\_\_\_\_



**Payment:**

All of the above is offered for the sum of:

\$104,200.00

**Terms: Progress Payments with 100% Due Upon Completion**

**NOTIFICATION:**

This proposal may be voided by Crowther if not accepted within 30 days.

THE ABOVE REFERENCED PROPOSAL IS MADE SUBJECT TO THE TERMS AND CONDITIONS AS LISTED HEREIN. PLEASE REVIEW, SIGN BELOW AND RETURN TO CROWTHER FOR FINAL AKNOWLEDGEMENT AND SIGNATURE. ONE COPY OF THIS FULLY EXECUTED PROPOSAL WILL BE RETURNED FOR YOUR FILE.

**Acceptance of Proposal:**

The undersigned also acknowledges acceptance of all terms and conditions contained on the reverse side hereof ("Terms and Conditions"), which are incorporated herein and made part of this proposal for the work to be performed. Performance of the contract will be in accordance with the terms and conditions set forth on the reverse side hereof, together with any modifications, changes or addition to this agreement, which are made in writing and signed by both Owner and an authorized representative of Crowther Roofing & Sheet Metal of Florida, Inc.

**OWNER:**

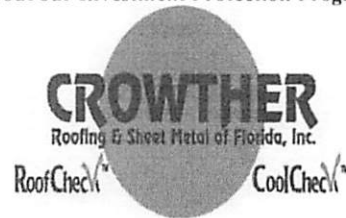
\_\_\_\_\_  
*Signature*

**Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_  
As agent and/or on behalf of Owner

Title: \_\_\_\_\_

Ask about our Investment Protection Programs:



**CROWTHER:**

\_\_\_\_\_  
*Signature*

**Date:** \_\_\_\_\_

Print Name: Chris Dye

Title: Account Manager

***A Crowther Roof Is A Quality Roof***



INITIALS \_\_\_\_\_

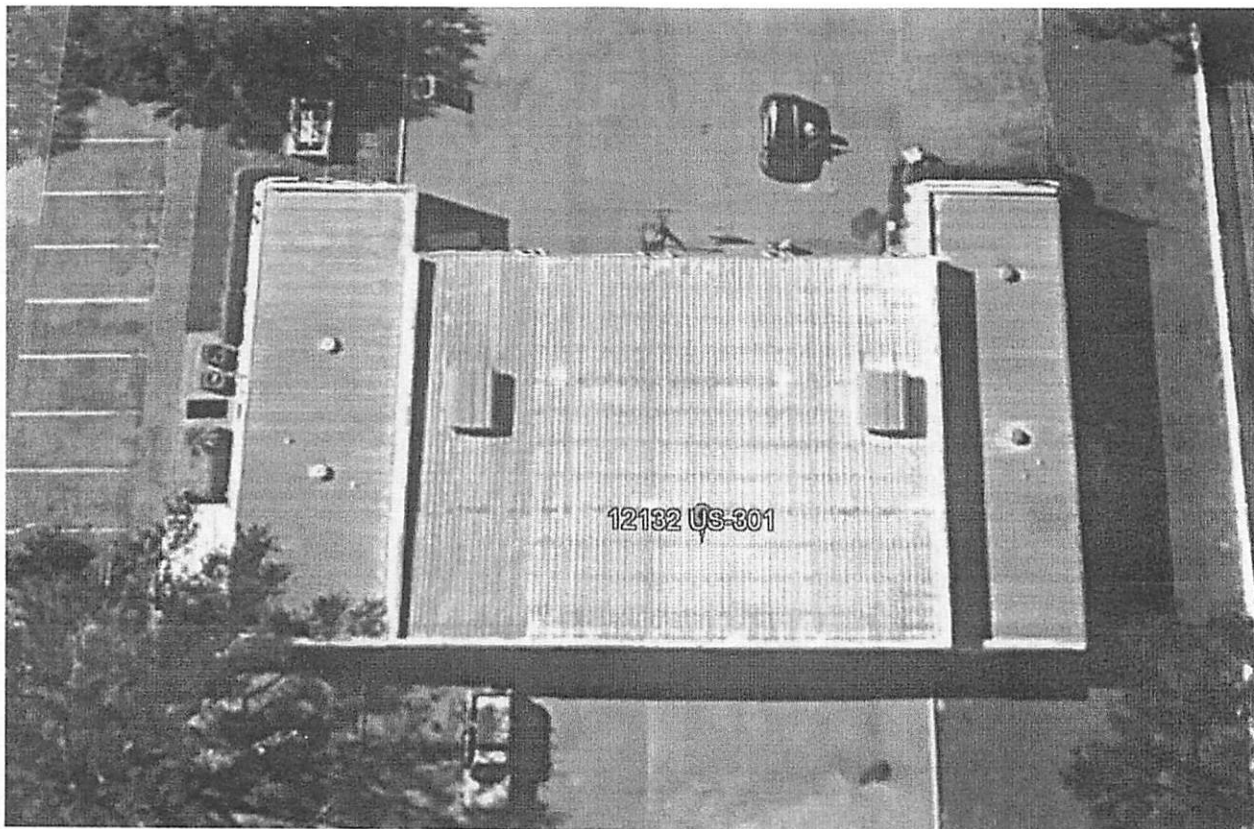
# CROWTHER ROOFING & SHEET METAL OF FLORIDA, INC.

## Terms and Conditions

1. All material is guaranteed as specified and the work to be performed in accordance to the terms and conditions as set forth on "Scope of Work" as mentioned above.
2. All work to be completed in a workmanlike manner according to generally accepted practices in the industry. Any alteration or deviation from the specifications set forth in this contract shall be set forth and agreed to in writing. All modifications to this contract will be performed upon written change order, which will require signature by Crowther Roofing & Sheet Metal of Florida, Inc. and Owner.
3. Owner to carry fire, wind, and other necessary insurance.
4. **Modification of Material Supply Pricing (if applicable)** It is understood and agreed that the building material market is currently in a very unstable situation which may result in increasing building material pricing for the performance of the work contained herein. The pricing for the building material to be supplied herein is specified on Page One. In the event that the building material market increases the costs of Crowther Roofing & Sheet Metal of Florida, Inc. under this Agreement, then in such event Crowther Roofing & Sheet Metal of Florida, Inc. will notify Owner of such increase and Owner will accept such increase not to exceed the sum of five percent (5%) of the total estimated building material costs plus reasonable overhead and profit on such cost increase to Crowther Roofing & Sheet Metal of Florida, Inc. not to exceed fifteen percent (15%) overhead and ten percent (10%) profit of such increased cost. In the event Crowther Roofing & Sheet Metal of Florida, Inc. notifies Owner of an increase in building materials which exceeds five percent (5%) of the original cost, then in such event Crowther Roofing & Sheet Metal of Florida, Inc. and Owner agree that either (a) Owner may cancel this contract, subject to Owner paying Crowther Roofing & Sheet Metal of Florida, Inc. for the material supplied, ordered, or delivered to the job site and all work performed and installed on the job site, at which time both Crowther Roofing & Sheet Metal of Florida, Inc. and Owner shall have no further liabilities or any obligations under this contract, which will then be deemed to be cancelled and of no further force and effect, or (b) Owner will acknowledge the increase in price with such increase in price being passed along to the Owner in accordance with the increase in cost of such building material to Crowther Roofing & Sheet Metal of Florida, Inc. plus reasonable overhead and profit not to exceed fifteen percent (15%) overhead and ten percent (10%) profit of such increased cost based upon the current pricing for such building materials based upon the supply cost to Crowther Roofing & Sheet Metal of Florida, Inc.
5. Owner acknowledges that the work being performed by Crowther, pursuant to this proposal, is continuous throughout the time period of this proposal. Crowther's lien rights pursuant to Chapter 713, Florida Statutes, for labor and material furnished in performing the services shall not expire until 90 days after the expiration of the proposal.
6. **Acceptance of Proposal:** Unless otherwise agreed to, Owner shall pay the entire unpaid balance of the contract, together the amount due for additional work, on the day of completion. All amounts due to Crowther Roofing & Sheet Metal of Florida, Inc. shall bear interest at 1 1/2% per month from the date such amounts are due.
7. Crowther Roofing & Sheet Metal of Florida, Inc. may either invoice the Owner for such work performed or, alternatively, the proposal contains a draw schedule for which Crowther Roofing & Sheet Metal of Florida, Inc. is to be paid. In either case, Crowther Roofing & Sheet Metal of Florida, Inc. shall be entitled to recover interest on all monies due and owing thirty (30) days from such time as the invoice is due or draws are due in accordance with the terms and conditions hereunder.
8. **Disclaimer of Incidental and Consequential Damages:** Owner expressly waives any and all claims for special, incidental or consequential damages that it may have against Crowther Roofing & Sheet Metal of Florida, Inc., including, without limitation, damages for loss of business and reputation, loss of use of the property, including any health problems or personal injury, including past, present or future water intrusion, mold, fungus, mildew or algae growth, together with a complete waiver of any and all claims as to damage to personal property or inventory. In addition thereto, Owner specifically excludes, waives and relinquishes any claims for structural deficiency, or damages that may occur during the re-roofing application, including, but not limited to, damages, cracking of interior ceilings or walls that may occur during the re-roofing process. As a mutual acknowledgement of consequential damages, Crowther Roofing & Sheet Metal of Florida, Inc. hereby waives and relinquishes all claims for consequential or incidental damages arising out of this contract and shall look only to receive the outstanding sums due and owing to Crowther Roofing & Sheet Metal of Florida, Inc. (due hereunder, together with interest and attorney fees (if applicable), except as a result of any damage occurring to equipment, material or supplies which has been directly caused by the negligence of the Owner or the Owner's agents during the time period that Crowther Roofing & Sheet Metal of Florida, Inc. is performing its obligations hereunder.
9. **Disclaimer of Implied or Expressed Warranties:** Crowther Roofing & Sheet Metal of Florida, Inc. hereby specifically disclaims any and all warranties (incidental or otherwise) disclaims any and all liabilities for the painting required to be performed by Crowther Roofing & Sheet Metal of Florida, Inc., any and all repairs for structural deficiency or damages which may occur during the re-roofing application, which includes but is not limited to damages, cracking to the interior ceilings or walls that may occur during the re-roofing process. Crowther Roofing & Sheet Metal of Florida, Inc. disclaims any and all liability or warranty for existing mechanical or electrical equipment, unless such mechanical or electrical equipment are addressed in Crowther Roofing & Sheet Metal of Florida, Inc.'s scope of work on Page One of this agreement as a separate line item of repair and responsibility. Crowther Roofing & Sheet Metal of Florida, Inc. excludes disconnect and re-connect of any existing antennas that may interfere with application of new roofing.
10. **Unforeseen Conditions:** Owner agrees that because portions of the work are hidden until existing materials are removed; there may be unforeseen conditions that allow Crowther Roofing & Sheet Metal of Florida, Inc. additional compensation to remedy such unforeseen conditions and the additional scope of work necessary. Crowther Roofing & Sheet Metal of Florida, Inc. will not proceed with said additional work without written authorization from Owner. Crowther Roofing & Sheet Metal of Florida, Inc. is also not liable for any damages as a result of said unforeseen conditions and damages they may cause as a result of this work.
11. **Non Liability of Principals of Crowther Roofing & Sheet Metal of Florida, Inc. and Limitation of Liability to Insurance Coverage and Indemnification.**
  - a. **Non-Liability of Officers, Directors and Shareholders of Crowther Roofing & Sheet Metal of Florida, Inc.:** The officers, directors or shareholders of Crowther Roofing & Sheet Metal of Florida, Inc. shall not be liable to Owner for any loss, injury or damage to Owner or to Owner's property, irrespective of the cause of such injury, damage or loss.
  - b. **Limitation of Liability of Crowther Roofing & Sheet Metal of Florida, Inc. to Current Insurance Policy Limits:** Crowther Roofing & Sheet Metal of Florida, Inc. and Owner acknowledge and agree that in the event of any claim by Owner or Owner's successors, heirs, or assigns arising out of or in any way related to this proposal, Crowther Roofing & Sheet Metal of Florida, Inc.'s liability there under is specifically limited to the amount of existing insurance policy of Crowther Roofing & Sheet Metal of Florida, Inc. Acceptance of such policy will be furnished upon request. This provision as to limitation of Crowther Roofing & Sheet Metal of Florida, Inc.'s liability shall survive the term of the contract proposal performance, whether such contract proposal is ended by the lapse of time or is voluntarily or involuntarily terminated.
12. **Alternate Dispute Resolution Provision.**
  - a. **Informal negotiation and settlement.** It is mutually agreed between Crowther Roofing & Sheet Metal of Florida, Inc. and Owner that in the event of a controversy, dispute or claim arising out of or in any way relating to this agreement, including any and all statutory or tort claims asserted by either party arising out of or in any way relating to this agreement, as well as any and all claims by either party as to claims for negligence inclusive of personal injury, death or damages to personal property Crowther Roofing & Sheet Metal of Florida, Inc. and Owner shall enter into good faith negotiation over this dispute within five (5) business days of such dispute. "Good faith negotiation", for purposes of this particular paragraph, is a bona fide effort made by Crowther Roofing & Sheet Metal of Florida, Inc. and Owner to meet or discuss via telephone conference and address their respective disputes for purposes of resolving same without further proceedings.
  - b. **Formal Non-Binding Mediation.** Crowther Roofing & Sheet Metal of Florida, Inc. and Owner further hereby agree that in the event they are unable to resolve their respective controversy, dispute or claim arising out of or in any way relating to this agreement, including any and all statutory or tort claims asserted by either party arising out of or in any way relating to this agreement, as well as any and all claims by either party as to claims for negligence inclusive of personal injury, death or damages to personal property, after good faith mediation takes place (as defined hereinabove), then in such event Crowther Roofing & Sheet Metal of Florida, Inc. and Owner shall submit, within ten (10) business days, to non-binding mediation in accordance with the general rules governing mediation as promulgated by the Office in the Judicial Circuit in and for Lee County, Florida with venue for mediation to be in Lee County, Florida.
  - c. **Arbitration.** In the event that formal non-binding mediation does not result in settlement of the respective parties' controversy, dispute or claim arising out of or in any way relating to this agreement, including any and all statutory or tort claims asserted by either party arising out of or in any way relating to this agreement, as well as any and all claims by either party as to claims for negligence inclusive of personal injury, death or damages to personal property, Crowther Roofing & Sheet Metal of Florida, Inc. and Owner acknowledge and agree that they shall thereafter submit all such disputes to arbitration pursuant to the arbitration provision as set forth herein below.
  - d. It is mutually agreed that any controversy, dispute or claim arising out of or in any way relating to this Agreement, the interpretation thereof, or the breach thereof, shall be settled by arbitration in accordance with the Florida Arbitration Code and to the extent they do not conflict with the arbitration provisions contained herein the parties agree to utilize the Commercial Arbitration Rules promulgated by the American Arbitration Association, although the American Arbitration Association will not be the arbitration administrator. The controversy or claim shall be submitted to a single arbitrator mutually agreed upon by the parties, having ten (10) years experience in construction and commercial litigation, within thirty (30) days of notice of intent to arbitrate any matter hereunder. If the parties cannot agree upon an arbitrator within such thirty (30) day period, such an arbitrator shall be selected in accordance with the Florida Arbitration Code through a court which has a site in Lee County, Florida. The arbitration of such dispute will be held in Lee County, Florida within thirty (30) days after completion of discovery. The award of the arbitrator will be final and binding on all parties to the arbitration and judgment may be entered upon it in accordance with law in any court of competent jurisdiction.
  - e. In the event of any arbitration between parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder (including appellate proceedings), the unsuccessful party to such proceeding agrees to pay to the successful party all costs and expenses, including all reasonable attorneys' fees, court costs and all other costs and expenses incurred therein by the successful party, all of which shall be included in and as a part of the arbitration award and/or judgment rendered upon such award.
13. **Acknowledgement of Waiver of Litigation and Jury Trial:** Owner and Crowther Roofing & Sheet Metal of Florida, Inc. acknowledge and agree that the contractual terms hereunder can best be determined by providing any disputes or interpretation of this contract (in the event negotiation or mediation is unsuccessful) for a decision to an arbitrator having experience in the area of construction litigation. Accordingly, Owner and Crowther Roofing & Sheet Metal of Florida, Inc. further specifically acknowledge and agree to waive any and all rights to a Jury Trial and any and all rights to litigation and specifically acknowledge the use of the Alternate Dispute Resolution provisions as set forth hereinabove, which include negotiation, non-binding mediation and binding arbitration.
14. **Attorneys Fees and Costs:** Without waiver of the Parties obligations to submit all claims or controversies to the Alternate Dispute Resolution set forth in Section 11, should proceedings or litigation, including appellate proceedings, be instituted between the parties to this agreement concerning this agreement or the rights, duties and obligations of either in relation thereto, the prevailing party in such litigation, shall be entitled, in addition to such relief as may be granted, a reasonable sum as and for its attorney fees in such litigation which shall be determined by the Court in such litigation or in separate action brought for that purpose.
15. **Governing Law:** The law of Florida shall govern the validity, interpretation, construction and performance of this Agreement and any litigation or arbitration proceedings relating to this Agreement shall only be determined judicially or by arbitration within the jurisdiction of the State of Florida with venue to be solely and exclusively in Lee County, Florida.
16. **Entire Agreement:** It is mutually agreed by and between the parties hereto that this instrument contains the whole agreement between them as of this date, and that the execution thereof has not been induced by either party by any representations, promises or understandings not expressed herein, and that there are no collateral agreements, stipulations, promises or undertakings whatsoever upon the respective parties in any way effecting the subject matter of this contract which are not expressly contained in this instrument.
17. **Severability:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If, moreover, any one or more of the provisions had never been contained in this Agreement shall, for any reason, be held to be excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
18. **Lien Law:** According to Florida's Construction Lien Law (Sections 713.001 -- 713.37, Florida Statutes), those who work on your property or provide materials and services and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers, those people who are owed money may look to your property for payment, even if you have already paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that your contractor or subcontractor may have failed to pay. To protect yourself, you should stipulate in this contract that before any payment is made, your contractor is required to provide you with a written release of lien from any person or company that has provided to you a "Notice to Owner." Florida's Construction Lien Law is complex, and it is recommended that you consult an attorney.
19. **Chapter 558 Notice of Claim:** Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes.
20. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:** Payment, up to a limited amount, may be available from the Florida Homeowners' Construction Recovery Fund if you lose money on a project performed under contract, where the losses result from specified violations of Florida Law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: (850) 487-1395, 1940 N. Monroe Street, Tallahassee, Florida 32339-0783, [www.myfloridalicense.com](http://www.myfloridalicense.com)

INITIALS \_\_\_\_\_





INITIALS \_\_\_\_\_

01/28/25

**PARRISH FIRE DISTRICT**  
**Budget vs. Actual 2024-2025**  
**October through November 2024**

	<u>Oct - Nov 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
4110 · Tax Revenue	0.00	4,577,951.97	-4,577,951.97
4310 · Miscellaneous Income	102,479.32	20,000.00	82,479.32
4410 · User's Fee	119.00	5,000.00	-4,881.00
<b>Total Income</b>	<u>102,598.32</u>	<u>4,602,951.97</u>	<u>-4,500,353.65</u>
<b>Gross Profit</b>	102,598.32	4,602,951.97	-4,500,353.65
<b>Expense</b>			
7100 · Salaries & Overtime	476,897.73	2,671,629.00	-2,194,731.27
7130 · 941 Taxes	36,214.33	203,748.00	-167,533.67
7150 · Employee Retirement	146,061.08	831,172.00	-685,110.92
7180 · Accounting & Bk Chgs	105.49	0.00	105.49
7190 · Capital Expenditures	0.00	45,000.00	-45,000.00
7210 · Commissioners' Honorarium	0.00	30,000.00	-30,000.00
7250 · Communications	3,842.90	25,000.00	-21,157.10
7270 · Dues & Licenses	18,024.25	29,000.00	-10,975.75
7310 · Fire Prevention	962.74	7,000.00	-6,037.26
7360 · Gas, Diesel & Oil	2,875.58	30,000.00	-27,124.42
7410 · Insurance			
7411 · Dental	1,540.00	8,500.00	-6,960.00
7412 · Health	31,964.25	285,000.00	-253,035.75
7413 · Liability	40,594.47	93,000.00	-52,405.53
7414 · Workman's Comp.	39,498.75	101,000.00	-61,501.25
<b>Total 7410 · Insurance</b>	<u>113,597.47</u>	<u>487,500.00</u>	<u>-373,902.53</u>
7450 · Medical Supplies	293.96	7,250.00	-6,956.04
7460 · Medical Testing	0.00	16,000.00	-16,000.00
7500 · Household Supplies	601.78	6,000.00	-5,398.22
7510 · Miscellaneous Supplies	6,643.42	6,500.00	143.42
7540 · Debt Service Engine Principal (Pierce Pumper)	0.00	25,180.00	-25,180.00
7541 · Debt Service Engine Interest (Pierce Pumper)	0.00	4,811.00	-4,811.00
7542 · Loan Principal - Station 2	463,555.84	463,555.00	0.84
7543 · Loan Interest - Station 2	19,439.20	19,439.00	0.20
7570 · Printing & Office	623.44	6,500.00	-5,876.56
7610 · Professional Services/Legal	2,619.16	35,000.00	-32,380.84
7620 · R & M-Equipment	1,503.41	25,000.00	-23,496.59
7630 · R & M-Radios	0.00	25,000.00	-25,000.00
7640 · R & M-Station			
7641 · R & M Station 1	1,439.32	15,000.00	-13,560.68
7642 · R & M Station 2	1,000.28	10,000.00	-8,999.72
<b>Total 7640 · R &amp; M-Station</b>	<u>2,439.60</u>	<u>25,000.00</u>	<u>-22,560.40</u>

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**PARRISH FIRE DISTRICT**  
**Budget vs. Actual 2024-2025**  
**October through November 2024**

	<u>Oct - Nov 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>7650 · R &amp; M-Vehicles</b>	7,149.28	44,000.00	-36,850.72
<b>7680 · Reconciliation Discrepancies</b>	-15.00		
<b>7690 · Refund</b>	0.00	500.00	-500.00
<b>7710 · Fire Equipment &amp; Tools</b>	2,339.85	11,000.00	-8,660.15
<b>7730 · Training &amp; Education</b>	1,770.23	35,000.00	-33,229.77
<b>7740 · Travel</b>	63.28	1,000.00	-936.72
<b>7760 · Uniforms &amp; Gear</b>	708.63	41,000.00	-40,291.37
<b>7810 · Utilities</b>			
<b>7811 · Utilities Water Station 1</b>	548.67	4,500.00	-3,951.33
<b>7812 · Utilities Electric Station 1</b>	1,682.92	10,500.00	-8,817.08
<b>7813 · Utilities Water Station 2</b>	473.12	5,500.00	-5,026.88
<b>7814 · Utilities Electric Station 2</b>	1,546.85	8,000.00	-6,453.15
<b>7815 · Propane Station 2 (Tank fills)</b>	0.00	2,500.00	-2,500.00
<b>Total 7810 · Utilities</b>	<u>4,251.56</u>	<u>31,000.00</u>	<u>-26,748.44</u>
<b>Total Expense</b>	<u>1,312,569.21</u>	<u>5,188,784.00</u>	<u>-3,876,214.79</u>
<b>Net Ordinary Income</b>	<u>-1,209,970.89</u>	<u>-585,832.03</u>	<u>-624,138.86</u>
<b>Net Income</b>	<u><u>-1,209,970.89</u></u>	<u><u>-585,832.03</u></u>	<u><u>-624,138.86</u></u>

**PARRISH FIRE DISTRICT-IFF**  
**Budget vs. Actual 2024 - 2025**  
 October through November 2024

	<u>Oct - Nov 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
5110 · Impact Fees Collected	0.00	750,000.00	-750,000.00
<b>Total Income</b>	0.00	750,000.00	-750,000.00
<b>Gross Profit</b>	0.00	750,000.00	-750,000.00
<b>Expense</b>			
9130 · Attorney	0.00	20,000.00	-20,000.00
9220 · Debt Service Ladder Q...	0.00	120,000.00	-120,000.00
9300 · Capital Expenditures	485.10	200,000.00	-199,514.90
<b>Total Expense</b>	485.10	340,000.00	-339,514.90
<b>Net Ordinary Income</b>	-485.10	410,000.00	-410,485.10
<b>Net Income</b>	<u>-485.10</u>	<u>410,000.00</u>	<u>-410,485.10</u>



01/21/25

**PARRISH FIRE DISTRICT**  
**Budget vs. Actual 2024-2025**  
**October through December 2024**

	<u>Oct - Dec 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
4110 · Tax Revenue	1,227,139.72	4,577,951.97	-3,350,812.25
4310 · Miscellaneous Income	109,230.37	20,000.00	89,230.37
4410 · User's Fee	1,357.00	5,000.00	-3,643.00
<b>Total Income</b>	<u>1,337,727.09</u>	<u>4,602,951.97</u>	<u>-3,265,224.88</u>
<b>Gross Profit</b>	1,337,727.09	4,602,951.97	-3,265,224.88
<b>Expense</b>			
7100 · Salaries & Overtime	692,160.44	2,671,629.00	-1,979,468.56
7130 · 941 Taxes	61,999.62	203,748.00	-141,748.38
7150 · Employee Retirement	215,442.17	831,172.00	-615,729.83
7180 · Accounting & Bk Chgs	239.41	0.00	239.41
7190 · Capital Expenditures	10,024.63	45,000.00	-34,975.37
7210 · Commissioners' Honorarium	7,500.00	30,000.00	-22,500.00
7250 · Communications	6,597.31	25,000.00	-18,402.69
7270 · Dues & Licenses	21,142.81	29,000.00	-7,857.19
7310 · Fire Prevention	1,158.58	7,000.00	-5,841.42
7360 · Gas, Diesel & Oil	5,147.09	30,000.00	-24,852.91
7410 · Insurance			
7411 · Dental	2,205.28	8,500.00	-6,294.72
7412 · Health	45,577.92	285,000.00	-239,422.08
7413 · Liability	47,906.47	93,000.00	-45,093.53
7414 · Workman's Comp.	47,366.50	101,000.00	-53,633.50
<b>Total 7410 · Insurance</b>	<u>143,056.17</u>	<u>487,500.00</u>	<u>-344,443.83</u>
7450 · Medical Supplies	891.96	7,250.00	-6,358.04
7460 · Medical Testing	0.00	16,000.00	-16,000.00
7500 · Household Supplies	1,187.07	6,000.00	-4,812.93
7510 · Miscellaneous Supplies	7,241.68	6,500.00	741.68
7540 · Debt Service Engine Principal (Pierce Pumper)	0.00	25,180.00	-25,180.00
7541 · Debt Service Engine Interest (Pierce Pumper)	0.00	4,811.00	-4,811.00
7542 · Loan Principal - Station 2	463,555.84	463,555.00	0.84
7543 · Loan Interest - Station 2	19,439.20	19,439.00	0.20
7570 · Printing & Office	639.25	6,500.00	-5,860.75
7610 · Professional Services/Legal	2,769.16	35,000.00	-32,230.84
7620 · R & M-Equipment	10,887.22	25,000.00	-14,112.78
7630 · R & M-Radios	0.00	25,000.00	-25,000.00
7640 · R & M-Station			
7641 · R & M Station 1	1,997.31	15,000.00	-13,002.69
7642 · R & M Station 2	1,555.28	10,000.00	-8,444.72
<b>Total 7640 · R &amp; M-Station</b>	<u>3,552.59</u>	<u>25,000.00</u>	<u>-21,447.41</u>

01/21/25

**PARRISH FIRE DISTRICT**  
**Budget vs. Actual 2024-2025**  
**October through December 2024**

	<u>Oct - Dec 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>7650 · R &amp; M-Vehicles</b>	12,004.09	44,000.00	-31,995.91
<b>7680 · Reconciliation Discrepancies</b>	-15.00		
<b>7690 · Refund</b>	0.00	500.00	-500.00
<b>7710 · Fire Equipment &amp; Tools</b>	2,737.93	11,000.00	-8,262.07
<b>7730 · Training &amp; Education</b>	3,720.04	35,000.00	-31,279.96
<b>7740 · Travel</b>	113.66	1,000.00	-886.34
<b>7760 · Uniforms &amp; Gear</b>	4,407.63	41,000.00	-36,592.37
<b>7810 · Utilities</b>			
<b>7811 · Utilities Water Station 1</b>	931.78	4,500.00	-3,568.22
<b>7812 · Utilities Electric Station 1</b>	2,358.55	10,500.00	-8,141.45
<b>7813 · Utilities Water Station 2</b>	940.90	5,500.00	-4,559.10
<b>7814 · Utilities Electric Station 2</b>	2,183.53	8,000.00	-5,816.47
<b>7815 · Propane Station 2 (Tank fills)</b>	0.00	2,500.00	-2,500.00
<b>Total 7810 · Utilities</b>	<u>6,414.76</u>	<u>31,000.00</u>	<u>-24,585.24</u>
<b>Total Expense</b>	<u>1,704,015.31</u>	<u>5,188,784.00</u>	<u>-3,484,768.69</u>
<b>Net Ordinary Income</b>	<u>-366,288.22</u>	<u>-585,832.03</u>	<u>219,543.81</u>
<b>Net Income</b>	<u><u>-366,288.22</u></u>	<u><u>-585,832.03</u></u>	<u><u>219,543.81</u></u>

**PARRISH FIRE DISTRICT-IFF**  
**Budget vs. Actual 2024 - 2025**  
 October through December 2024

	<u>Oct - Dec 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>5110 · Impact Fees Collected</b>	45,500.00	750,000.00	-704,500.00
<b>Total Income</b>	45,500.00	750,000.00	-704,500.00
<b>Gross Profit</b>	45,500.00	750,000.00	-704,500.00
<b>Expense</b>			
<b>9130 · Attorney</b>	0.00	20,000.00	-20,000.00
<b>9220 · Debt Service Ladder Q...</b>	0.00	120,000.00	-120,000.00
<b>9300 · Capital Expenditures</b>	95,001.54	200,000.00	-104,998.46
<b>Total Expense</b>	95,001.54	340,000.00	-244,998.46
<b>Net Ordinary Income</b>	-49,501.54	410,000.00	-459,501.54
<b>Net Income</b>	<u>-49,501.54</u>	<u>410,000.00</u>	<u>-459,501.54</u>