

**CITY OF EVERGLADES CITY  
NOTICE OF MEETING AND AGENDA  
(RECONVENED)**

**Everglades City Council  
Mayor: Howell Grimm, Jr.  
Mayor Pro Tem:**

**City Council Members:  
Vicky Wells, Tim Smith, Josh Minton, Tony Pernas, Parker Oglesby  
City Attorney: Zach Lombardo\*City Clerk: Dottie Joiner**

THE CITY OF EVERGLADES CITY WILL HOLD A REGULAR CITY COUNCIL MEETING ON **TUESDAY, JANUARY 11, 2022, AT 7:00 PM** CONDUCTED HYBRID WITH A QUORUM OF COUNCIL MEMBERS PRESENT IN COUNCIL CHAMBERS AT CITY HALL EVERGLADES CITY, FLORIDA AND OTHERS PRESENT BY VIDEO CONFERENCE.

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL, ADDITIONS, OR DELETIONS TO AGENDA**
- 5. REPORTS**
  - a. Mayor's Report
  - b. Approval of Minutes 12-7-21
  - c. Acceptance of Financial Statement November 2021
  - d. Collier County Sheriff's Department Report
  - e. Greater Naples Fire District Report
  - f. Building Inspector/P & Z/Code Enforcement Report
  - g. Utilities Report
- 6. PRESENTATIONS**
- 7. PRIMARY BUSINESS**
  - a. Election of Mayor Pro Tem
  - b. Consideration of MPO representative-Tony Pernas
  - c. Approval of Code Enforcement Board Members-Mike McComas
  - d. Approval of Planning & Zoning Board Member-Mike McComas
  - e. Approval of Citizens Advisory Board Member-Elaine Middelstaedt
  - f. Consideration of Updated Residential Dock Lease Form
- 8. PUBLIC COMMENT**
- 9. CITY REPORTS**
  - a. Council Members: Vicky Wells, Tim Smith, Josh Minton, Tony Pernas, Parker Oglesby
  - b. City Attorney
  - c. Mayor
- 10. ADJOURNMENT**

**APPEAL NOTICE:** ANY PERSON WHO DECIDES TO APPEAL A DECISION BY THIS COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS PERTAINING THERETO, AND THEREFORE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, UPON WHICH THE APPEAL IS TO BE BASED. THE CITY OF EVERGLADES SHALL NOT BE RESPONSIBLE FOR PROVIDING THIS RECORD. THIS AGENDA WAS POSTED AT CITY HALL AND EVERGLADES CITY STRONG FB PAGE, THIS 6TH DATE OF JANUARY 2022 BY DOTTIE JOINER, CITY CLERK.

**PUBLIC COMMENT NOTICE:** ALL PERSONS WISHING TO SPEAK ON ANY AGENDA ITEM MUST REGISTER PRIOR TO THE MEETING BY EMAILING CITY CLERK DOTTIE JOINER @ [dsmallwood@cityofeverglades.org](mailto:dsmallwood@cityofeverglades.org) OR SIGNING UP TO SPEAK IN PERSON BEFORE THE MEETING BEGINS. ALL REGISTERED PUBLIC SPEAKERS WILL BE LIMITED TO FIVE (5) MINUTES, OR IF IN WRITING 700 WORDS.

### **INSTRUCTIONS ON HOW TO VIEW AND PARTICIPATE IN MEETING**

The public may attend either electronically or in person on January 11, 2022, which begins at 7:00 p.m.

#### **1. Watch the meeting online and provide public comment live during the meeting:**

Request to speak instructions:

To request to speak during the virtual meeting, you must send an email to Dottie Joiner, City Clerk @ [dsmallwood@cityofeverglades.org](mailto:dsmallwood@cityofeverglades.org) prior to 5 p.m. on January 11, 2022.

Zoom instructions: For the January 11, 2022 meeting, please use the meeting link

<https://us02web.zoom.us/j/2916297131?pwd=MTJMTlkzMGEyUjNlZ2JwQmtuVmxRdz09/>

Password: 34139 virtually attend and watch the meeting by computer, tablet, or smartphone.

Those who have pre-registered to speak, will be called upon and the appropriate time limits will be enforced. If joining from a tablet or smartphone, you will need to download the free Zoom app from your device's app store. If joining from a computer, your computer will automatically download and install (if needed) the Zoom program. If you currently have Zoom installed on your computer, tablet, or smartphone, you may join the meeting by entering the meeting ID: 291 629 7131 and Password: 34139.

Dial in option: 1 929 205 6099 US

For additional information or assistance please contact the following prior to the meeting:

##### **a. For public comment questions:**

Dottie Joiner, City Clerk, [dsmallwood@cityofeverglades.org](mailto:dsmallwood@cityofeverglades.org) or (239) 695-4558

##### **b. For questions on connecting to the meeting:**

Karen Cochran, [keochran@cityofeverglades.org](mailto:keochran@cityofeverglades.org) (239) 777-6614

#### **2. Provide public comment in writing:**

To provide public comment in writing to be read during the virtual meeting, you must send an email to Dottie Joiner, City Clerk @ [dsmallwood@cityofeverglades.org](mailto:dsmallwood@cityofeverglades.org) prior to 5 p.m. on January 11, 2022. All submissions will be read into the record, as limited to the first 700 words.

**CITY OF EVERGLADES CITY  
NOTICE OF MEETING AND AGENDA  
(RECONVENED)**

**Everglades City Council  
Mayor: Howell Grimm, Jr.  
Mayor Pro Tem:**

**City Council Members:  
Vicky Wells, Tim Smith, Josh Minton, Tony Pernas, Parker Oglesby  
City Attorney: Zach Lombardo\*City Clerk: Dottie Joiner**

THE CITY OF EVERGLADES CITY WILL HOLD A REGULAR CITY COUNCIL MEETING ON **TUESDAY, JANUARY 11, 2022, AT 7:00 PM** CONDUCTED HYBRID WITH A QUORUM OF COUNCIL MEMBERS PRESENT IN COUNCIL CHAMBERS AT CITY HALL EVERGLADES CITY, FLORIDA AND OTHERS PRESENT BY VIDEO CONFERENCE.

**1. CALL TO ORDER**

Mayor Grimm called the meeting to order at 7:00 pm.

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Grimm gave the Invocation.

Council Member Pernas led the Pledge of Allegiance.

**3. ROLL CALL**

Josh Minton, Vicky Wells, Tim Smith, Tony Pernas, Parker Oglesby, Mayor Grimm, City Attorney Zach Lombardo, City Clerk Dottie Joiner, Assistant to the City Clerk Karen Cochran.

Audience: Tammie Pernas, Lloyd Beaty, Tanya Beaty, David Tooley, Mike Perez, Mike McComas, Robert Wells, Elaine Middelsteadt, Holly Dudley (FLSCA), Miles Roberts, Bob Gemma, Corporal Sue Bolan, Tukey & Jessica Oliver.

By Zoom: Jeni Owen, Lisa Marteeny.

**4. APPROVAL, ADDITIONS, OR DELETIONS TO AGENDA**

None.

**5. REPORTS**

**a. Mayor's Report**

Mayor Grimm-Holly Dudley will give a report on the Seafood Festival.

Holly Dudley (FLSCA)-see attached report.

**b. Approval of Minutes 12-7-21**

*Council Member Oglesby made a motion to approve the minutes dated 12-7-21.*

*Council Member Wells second.*

*Discussion-None.*

*All in favor.*

**c. Acceptance of Financial Statement November 2021**

**Council Member Wells moved to accept the Financial Statement November 2021.**

**Council Member Oglesby second.**

**Discussion-Mayor Grimm-If anyone wants copies of the financials just ask.**

**Tammie Pernas-As of 12-31-21 the loan for the water bond has been paid in full.**

**d. Collier County Sheriff's Department Report**

**Corporal Sue Bolan-see attached report.**

**Mayor Grimm-Thank you for all you do.**

**e. Greater Naples Fire District Report**

**Absent.**

**f. Building Inspector/P & Z/Code Enforcement Report**

**Terry Smallwood-P & Z and Code Enforcement o the 18<sup>th</sup> of this month.**

**g. Utilities Report**

**Lloyd Beaty-The contingency plan for the Wastewater Plant is prepared by US Water.**

**City Attorney Zach Lombardo-CPH will give plans tomorrow then we start bidding-hoping to only rebuild the lant-we must follow what DEP says.**

**Council Member Oglesby-Will we see the contingency plan?**

**City Attorney Zach Lombardo-Yes prepare yourself for an extraordinary meeting.**

**Council Member Pernas-They are using the spare tank for aeration?**

**David Tooley-Yes.**

**6. PRESENTATIONS**

**Tukey Oliver and Jessica Oliver-see attached presentation for Gator Island Business proposal.**

**Council Member Wells-What is the city's liability?**

**City Attorney Zach Lombardo-they would need to submit insurance, background checks, all the mandatory requirements-the center in general should have agreements with every private business that uses-the city is the landowner and if something happens we are liable.**

**Council Member Oglesby-Nothing against the thrift store but is was used as a teen room-I would like to see something for the youth-think about the future.**

**City Attorney Zach Lombardo-Need nominal leases for everyone at the center.**

**Tukey Oliver-I agree with you-a lot of kids and youth have nothing to do-maybe it should be free.**

**Mayor Grimm-There is nothing wrong with charging.**

**Council Member Smith-It is a nominal fee.**

**City Attorney Zach Lombardo-I encourage you to speak with the council.**

## **7. PRIMARY BUSINESS**

### **a. Election of Mayor Pro Tem**

**Council Member Pernas made a motion to appoint Vicky Wells as Mayor Pro Tem.**

**Council Member Smith second.**

**Discussion-None.**

**All in favor.**

### **b. Consideration of MPO representative-Tony Pernas**

**Council Member Wells made a motion to appoint Tony Pernas as MPO representative for the city.**

**Council Member Minton second.**

**Discussion-None.**

**All in favor.**

### **c. Approval of Code Enforcement Board Members-Mike McComas**

**Council Member Minton made a motion to approve Mike McComas as a Code Enforcement Member.**

**Council Member Smith second.**

**Discussion--None.**

**All in favor.**

### **d. Approval of Planning & Zoning Board Member-Mike McComas**

**Council Member Pernas made a motion to approve Mike McComas as a Planning & Zoning Member.**

**Council Member Minton second.**

**Discussion-None.**

**All in favor.**

### **e. Approval of Citizens Advisory Board Member-Elaine Middelstaedt**

**Council Member Wells moved to approve Elaine Middelstaedt as a Citizens Advisory Board Member.**

**Council Member Smith second.**

**Discussion-None.**

**All in favor.**

### **f. Consideration of Updated Residential Dock Lease Form**

**Discussion-City Attorney Zach Lombardo to submit revised updated dock lease form for February 2022 meeting.**

## **8. PUBLIC COMMENT**

**None.**

## **9. CITY REPORTS**

### **a. Council Members:**

**Vicky Wells-**There are a lot of lots that are way overgrown-people are investing in lots and they should have to maintain.

**City Attorney Zach Lombardo-**30 days to comply then code enforcement fines or 10 days?

**Council Member Oglesby-**Eyesore across from Island Café do you know who is doing that?

**Rick Perez-**I am-it will cleaned up before next meeting.

**Council Member Pernas-**Maybe we could get an Interlocal for the transfer station?

**Council Member Oglesby-**I will reach out to Commissioner McDaniel on the transfer station.

**Tim Smith-**Can we put the cell tower on the next agenda? If they aren't going to do it then let's look at other ways.

**Josh Minton-**No report.

**Tony Pernas-**All of Copeland Avenue is planted-we have been watering once a week.

**Council Member Smith-**Maybe you can look at other ways to water instead of asking the fire department.

**Council Member Pernas-**We have set a thing up and we have enough volunteers-working on the vulnerability assessment-there are a lot of grants out there but to apply you have to have a vulnerability assessment.

**Parker Oglesby-**Sounds good but that money will end up in Marco or Naples-I don't agree with the mounds in the medians.

**Council Member Pernas-**the reason for the mounds is the salt water-they will eventually go down.

**Council Member Oglesby-**At the tower we have those old lights hanging down-is there any way we can get those lights off of there?

**Mayor Grimm-**let me see what the tower people say.

**Council Member Oglesby-**Maybe look back over the Golf Cart Ordinance a lot of people don't have stickers and minors are driving.

**Mayor Grimm-**Call the sheriff's department.

**b. City Attorney**

**Zach Lombardo-We are waiting on DEO to get us the grant agreement on the comprehensive plan-grant writer will work with the city-we are still waiting on the DEO grant money we were awarded over a year ago-look over the interlocal agreement and let me know if you have any questions, we will put on agenda for the February meeting-the comcast boxes we can regulate with code enforcement violations-start with code enforcement then maybe add right of way permits.**

**c. Mayor-FWC has approved our coordinates for the waterway markers-contract is closed.**

**10. ADJOURNMENT**

**Council Member Smith made a motion to adjourn the meeting at 8:48.**

**Council Member Pernas second.**

**Discussion-None.**

**All in favor.**

**ATTEST:**

  
Dottie Joiner, City Clerk

  
Howell Grimm Jr., Mayor

  
Vicky Wells, Council Member

  
Tim Smith, Council Member

  
Josh Minton, Council Member

  
Tony Pernas, Council Member

  
Parker Oglesby, Council Member

REGULAR CITY COUNCIL MEETING  
DECEMBER 7, 2021  
EVERGLADES CITY, FLORIDA 34139

AGENDA ITEM  
NUMBER 56

THE CITY OF EVERGLADES CITY WILL HOLD A CITY COUNCIL MEETING ON TUESDAY, DECEMBER 7, 2021 AT 7:00 PM CONDUCTED HYBRID WITH A QUORUM OF COUNCIL MEMBERS PRESENT IN COUNCIL CHAMBERS AT CITY HALL EVERGLADES CITY, FLORIDA AND OTHERS PRESENT BY VIDEO CONFERENCE.

**1. CALL TO ORDER**

Mayor Grimm called the meeting to order at 7:00 pm.

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Grimm gave the Invocation.

Council Member Pernas led the Pledge of Allegiance.

**3. OATH OF OFFICE FOR COUNCIL MEMBERS**

City Clerk Dottie Joiner gave the Oath of Office for new Council Members.

Vicky Wells, Tim Smith, Josh Minton.

**4. ROLL CALL**

Parker Oglesby, Tony Pernas, Tim Smith, Vicky Wells, Josh Minton, Mayor Grimm, City Attorney Zach Lombardo, City Clerk Dottie Joiner, Assistant to City Clerk Karen Cochran.

Zoom: Gary Cecil.

Audience: Rick Perez, Tammie Pernas, Tim & Deb Moshier, Maddie, Tanya Beaty, Terry Smallwood, Mike McComas, Felton & Karen Wells, Robert Wells, Lt. Whittaker, Sgt Hall.

**5. APPROVAL, ADDITIONS, OR DELETIONS TO AGENDA**

None.

**6. REPORTS**

**a. Mayor's Report**

Mayor Grimm-We have a rough draft on the sewer plant plans as soon as US Water and CPH review then we can go out for bid-US Water gave us a draft of the contingency plan-things are moving along-Zach and I will be going to the Legislative Delegation tomorrow-Tree Lighting and Parade this Saturday at 5:30-update on the tower looks like end of February-patching of street holes is complete-park and community center lighting is complete.



**b. Approval of Minutes 11-2-21 & 11-23-21**

*Council Member Oglesby made a motion to approve the minutes dated 11-2-21.*

*Council Member Pernas second.*

*Discussion-None.*

*All in favor.*

*Council Member Oglesby made a motion to approve the minutes dated 11-23-21.*

*Council Member Wells second.*

*Discussion-None.*

*All in favor.*

**c. Acceptance of Financial Statement October 2021**

*Council Member Wells moved to accept the Financial Statement October 2021.*

*Council Member Smith second.*

*Discussion-None.*

*All in favor.*

**d. Collier County Sheriff's Department**

**Lt Whittaker reported-See attached report.**

**Mayor Grimm-we appreciate you being so diligent.**

**e. Greater Naples Fire District**

**Chief Morris-No Report-Business as usual.**

**f. Building Inspector/P & Z/Code Enforcement**

**Terry Smallwood-P & Z meeting and Code Enforcement hearing in January.**

**g. Utilities Report**

**Lloyd Beaty-**

**Mayor Grimm-We had a water break and Lloyd and his crew did a good job on getting the water back on quickly.**

**7. PRESENTATIONS**

**None.**

**8. PRIMARY BUSINESS**

**None.**

**9. PUBLIC COMMENT**

**None.**

## **10. CITY REPORTS**

### **a. Council Members:**

**Vicky Wells-No report-glad to be back to serve another term.**

**Tim Smith-No report.**

**Josh Minton-No report-thank you for your votes and council.**

**Tony Pernas-Can we finalize the residential dock lease in January-Thursday & Friday the Community Foundation has donated \$30,000-we will be planting and volunteers are needed-staging is on Thursday and planting is on Friday-bad timing on watering the trees-maybe the fire department can cover the watering-also some kids broke glass at the city park and campers have been spending the night there-maybe we can put up cameras to prevent this.**

**Parker Oglesby-Welcome 2 back and the new guy-the road behind Island Café the mangroves are getting bad again.**

### **b. City Attorney**

**Zach Lombardo-With the sewer break thanks to Tammie we have the finances-Howie met with the new county manager on 29 and he will work with us-I will bring you an interlocal on 29 for review-this will be the first time in 3 years if we make it till 12-31 with no law suits.**

### **c. Mayor**

**Mayor Grimm-Thank you and congratulations-getting stuff done.**

## **11. ADJOURNMENT**

*Council Member Oglesby made a motion to adjourn the meeting at 7:22 pm.*

*Council Member Minton second.*

*Discussion-None.*

*All in favor.*

***ATTEST:***

\_\_\_\_\_  
**Dottie Joiner, City Clerk**

\_\_\_\_\_  
**Howell Grimm Jr., Mayor**

\_\_\_\_\_  
**Vicky Wells, Council Member**

\_\_\_\_\_  
**Tim Smith, Council Member**

\_\_\_\_\_  
**Josh Minton, Council Member**

\_\_\_\_\_  
**Tony Pernas, Council Member**

\_\_\_\_\_  
**Parker Oglesby, Council Member**

# Everglades City Council Meeting (1/11/2022)

## Collier County Sheriff's Office Report

- **Good evening Mayor Grimm and Members of the Everglades City Council**
- **Since the last council meeting we have had 0 reported part 1 crimes in Everglades City (more serious crimes that we are mandated to report to the FBI).**
  - There have also been no Part 1 Crimes Reported in Copeland, Plantation and Chokoloskee
- **Passed Events**
  - **December 11th – Leadership Collier Everglades Day**
    - Sgt. Hall was invited to be a panel speaker along with Mayor Grimm, Tammie Pernas and Zach Lombardo
  - **December 11th– Everglades City Tree Lighting & Parade**
    - Sponsored by the Everglades Gators Booster Club
    - Tree Lighting took place at 1730 hours followed by the parade and festivities at McCleod Park
    - There was a good turnout for this event and everyone appeared to have a great time
  - **December 20<sup>th</sup>– Everglades City Children's Christmas Celebration**
    - Everglades Community Center
    - Santa (Cpl. Nelson) and the Grinch (Cpl. Boylan) visited the children and gave them a gift from Santa. Food and refreshments were also provided.
- **Upcoming Events**
  - **January 13<sup>th</sup> from 6:00 PM through 8:30 PM – Cool Winter Nights at McLeod Park**
    - This Sheriff's Office Sponsored event will feature free activities and food for the community
- **This concludes my report, unless there are any questions**

---

(Below Only Is Asked)

- **The following are the most common calls for service in Everglades City since the October City Council Meeting:**
  - Extra Patrols (476)
  - 911 Hang-ups (13)
  - Medical Emergencies (5)
  - Public Assists (5)
  - Suspicious Incidents (5)
    - Total Calls for Service, to include self-initiated calls (527)

# City Council Meeting

## Update since last meeting

1/11/2022

- Fireworks are paid (Family night 7<sup>30</sup> pm) Integrity Insurance
- 5000 cups ordered
- EES Culinary Class fully sponsored \$2200
- \* City Museum \* Mr. & Mrs. Barker \* DeVoe Cadillac
- Concession booth finished Feb 1
- Charity Booths
- CEC Animal rescue & conservancy
- St. Mark's food drive for homeless
- Alligator Whittling
- Museum ~~new~~ Heritage row
- Big Cypress (2 booths)
- Booking Bay
- BBBS - Haley Davidson Raffle Foster Children
- Smallwood Store (2 booths)
- COG baked goods
- Vintage "modern day swamp buggies & airboats"
- Poweredge Sports atv/side by side/watercrafts/seaway display
- Verizon & T-Mobile Towers - Wifi for Headquarters
- Joni & Friends - taking donations, less fortunate wheelchairs
- QR code placed around festival for map displaying
- ATM locations, portapottos, beer booths, charity booths
- Joyride Silver Adventure transporting guests to & from festival

Expenses \$179,585<sup>17</sup>

Sponsors (ash) \$94,800

Total \$113,900

Booth \$94,759

YTD Deposits = \$172,959

\$10K \$8100 \$5K  
electric/bracelets/crochet/flag hangers

sold = \$78,159

owed = \$16,600

overall project  
deposits  
\$172,959



Dottie Smallwood Joiner &lt;dsmallwood@cityofeverglades.org&gt;

**FW: Everglades City WWTP Proposed Contingency Concept (FLA027618)**

Iglehart, Jon &lt;Jon.Iglehart@floridadep.gov&gt;

Mon, Jan 10, 2022 at 2:19 PM

To: Zach Lombardo <zlombardo@wpl-legal.com>, "mayorgrimm@cityofeverglades.org" <mayorgrimm@cityofeverglades.org>  
Cc: Dottie Joiner <dsmallwood@cityofeverglades.org>, Lloyd Beaty <lbeaty@cityofeverglades.org>, Chris Lombardo <CLombardo@wpl-legal.com>, David H Tooley <dhtoolley@uswatercorp.net>, "Breitenstein, Scott A. (P.E.)" <sbreitenstein@cphcorp.com>, Lindsay Compton <lcompton@wpl-legal.com>, "Maier, Gary" <Gary.Maier@floridadep.gov>, "Carpenter, Jennifer" <Jennifer.Carpenter@floridadep.gov>, "Chang, Louise" <Louise.Chang@floridadep.gov>, "Reigelman, Landon" <Landon.Reigelman@floridadep.gov>, "Hoenstine, Ronnie W. (OGC)" <Ronnie.W.Hoenstine@dep.state.fl.us>

The Honorable Howell Grimm Jr., Mayor  
City of Everglades City

AGENDA ITEM  
NUMBER 5.9.

Dear Mayor Grimm:

RE: Everglades City WWTP Proposed Contingency Concept (FLA027618) dated December 16, 2021.

The Department of Environmental Protection ("DEP") received the attached technical memorandum from U.S. Water Services Corporation dated December 16, 2021, outlining a proposed contingency concept to add additional aeration capacity to the Everglades City Wastewater Treatment Plant (WWTP) to help offset recent losses of aeration capacity. The proposed contingency concept is to convert the unused reject storage tank into an aeration tank.

DEP concurs that this proposed contingency concept represents a reasonable path forward. A minor revision to the Everglades City WWTP Permit number FLA027618 from DEP is required prior to commencement of construction or modification. Please submit a complete application for a minor revision to permit number FLA027618 by January 31, 2022. The application must include an updated proposed process flow diagram, an updated proposed site plan, and a proposed construction schedule including dates for start of construction and for placing the modifications into operation. After construction/modification is complete, Everglades City must submit notification of completion of construction on DEP Form 62-620.910(12), prior to placing the newly constructed or modified portion of the facility into operation for any purpose other than testing for leaks and equipment operation.

This email does not waive or excuse any past or future violations of Chapters 373, 376, and 403, Florida Statutes, the regulations promulgated thereunder in title 62 of the Florida Administrative Code, nor the Consent Final Judgment for Case No.: 11-2015-CA-002134 ordered and adjudged July 25, 2018. DEP will be sending you a follow up letter identifying the corrective actions that still

need to be completed to address the violations that were documented in DEP's letters dated 11/22/2021 and 11/23/2021.

Please feel free to contact DEP anytime you have questions.

Sincerely,

Jon

Jon M. Iglehart

Director of District Management

South District

FL Department of Environmental Protection



**Customer  
Service  
Survey**



**E-City Contingency Plan.pdf**

110K



Water and Wastewater Utility Operations, Maintenance, Engineering, Management, Construction

December 16, 2021

Technical Memorandum

To: Jon M. Inglehart  
Director of District Management  
South District  
Florida Department of Environmental Protection

From: Brad Labella P.E., U.S. Water Services Corporation – Engineer  
Date: November 7, 2021  
Subject: **Everglades City WWTP**  
**Permit #FLA027618**  
**Emergency Plant Configuration Proposal**

CC: Howell Grimm Jr, Mayor  
Dottie Smallwood Joiner, City Manager  
Lina Quintero P.E., U.S. Water Services Corporation – Regional Manager  
Chris Saliba, U.S. Water Services Corporation – VP of O&M  
David Tooley, U.S. Water Services Corporation – Operator

**Overview:**

On October 26<sup>th</sup> 2021, the Everglades City WWTP encountered a complete failure of Aeration Tank #5 as a result of corrosion on the internal structural bracing. This tank has been taken off-line and the remaining four tanks are providing adequate aeration at this time. The plant is currently in design for replacement, but the expected completion date of the new plant isn't until first quarter of 2023. If another tank should fail before the new plant is constructed, the WWTP will not have adequate aeration volume to maintain biological treatment. The FDEP has requested the establishment of an emergency contingency plan should the plant experience additional failures. On November 2, 2021, the U.S. Water engineering staff and the plant operators toured the plant and reviewed the record drawings to derive an emergency configuration of the plant. This technical memorandum outlines the recommended emergency plan and provides schematic drawings with process calculations for FDEP review.

**Emergency Plan:**

The Everglades WWTP originally was constructed to produce and did produce reclaimed water for irrigation purposes, but this is no longer in use. As a result, there are unused ground storage tanks for reclaimed water and reject storage. The emergency plan will convert the reject storage tank into an aeration tank by installing a diffused aeration grid and extending the existing flow EQ and air piping to the tank. Currently the flow EQ pumps deliver water to the existing aeration tanks through an 8" ductile iron pipe that extends across all five tanks along

4939 Cross Bayou Boulevard \* New Port Richey \* Florida \* 34652  
Tel: 727-848-8292 Fax: 727-848-7701 Toll Free: 866-753-8292



their north side. This pipe is in good working order and can be extended 70 ft to the west to tie into the reject storage tanks. A pipe penetration and flange will be installed on the tank manway to provide connection of the raw influent. Currently the Return Activated Sludge (RAS) piping is connected to the existing flow EQ piping prior to the existing aeration tanks. By utilizing the existing EQ piping the RAS pipe will not require rerouting. The existing air header pipe runs adjacent to the EQ piping and will be extended in the same manner; however, the new air piping will be installed into the tank by going over the tank wall and will not require an additional tank penetration. The MLSS from the newly converted aeration tank will flow by gravity to the existing flow splitter box through a new 8-inch pipe. The splitter box is located on the northwest corner of the existing aeration tanks and will remain in service under the interim plant configuration. This new MLSS pipe will utilize an existing drainpipe penetration. A standpipe will be installed inside the tank and connected to the internal flange of the drainpipe penetration. The standpipe will serve as a weir to maintain a constant water level and maintain a constant aeration detention time. In order to ensure minimal head on the standpipe influent and allow for the release of entrained air, the pipe will be oversized at 16 in diameter.

The proposed process flow diagram and piping schematic are attached.

The existing reject storage tank height is 24 ft. The MLSS standpipe will provide 8 ft of free board, which calculates to an extended aeration detention time of 22.5 hours which is more than the 18-hour requirement. This also minimizes the additional head on the blowers to 0.5 ft of water. The blowers are Hoffman 20 HP, Model #3108-ABGIX. These blowers will provide adequate mixing and aeration to the newly configured reject tank. U.S Water will work with the diffuser manufacturer to ensure the proper air header and diffuser grid is implemented to allow the existing blowers to meet the emergency conditions.

This plan addresses the biological treatment of the plant. All other components of the existing plant will remain in service since they were not affected by the aeration tank failure. This includes headworks, EQ tank, EQ pumps, clarifiers, filters, blowers, digestors and their associating piping and appurtenances. The emergency configuration will replace the existing biological treatment that is currently operating as an MLE process with an extended aeration process. The emergency configuration will not include anoxic tanks or an internal MLSS recycle configuration. This plan is meant to provide emergency treatment through an interim configuration until the new WWTP is constructed.

The process calculations and head loss calculation through the new (emergency) MLSS gravity pipe are shown below.

**EVERGLADES CITY WWTP  
PERMIT No. FLA027618  
EMERGENCY AERATION TANK UNIT CALCULATION**

Permitted Flow Rate =	0.16	MGD
Average Flow	0.071	MGD
Aeration Volume:		
Reject Storage Tank Diameter	40	ft
area	1,257	ft <sup>2</sup>
height	24	ft
Freeboard	8	ft
Utilized Height	16	ft
Aeration Volume	20,106	ft <sup>3</sup>
Aeration Volume	150,394	gal
Detention Time Basis of Design	16 - 24	hrs
Calculated Detention Time (hrs)	22.56	hrs
Organic Loading Basis of Design	Less than 15	lbs BOD/1,000 cf
Calculated Organic Loading	13.27	lbs BOD/1,000 cf
*based on average influent BOD loading of 200 mg/l		

**MLSS Pipe Hydraulics at Peak Flow Rate**

Permitted Flow	0.16	MGD
Peaking Factor	3	
Peak Flow Rate	0.48	MGD
Peak Flow Rate	333	gpm
Pipe Size	8	in
Pipe Length	100	ft
Minor Losses Equivalents	30	ft
Total Pipe Length	130	ft
Headloss	0.26	ft

**Summary:**

The operations staff has provided adequate adjustments to the existing damaged plant; however, the plant is still operating under the threat of additional failures. The existing steel tanks are displaying similar corrosion as the tank that failed on October 26<sup>th</sup> 2021. The recommendations in this technical memorandum provide a straightforward and economical solution for the Everglades City WWTP to maintain sustainable operations until such time the new WWTP is constructed. The converted reject tank provides protection against corrosion through it's "glass fused to steel" construction. U.S. Water recommends implementing these plant modifications as soon as possible to minimize the risk of further tank failures.

AGENDA ITEM  
NUMBER 7.f.

**CITY OWNED RESIDENTIAL DOCK LEASE AGREEMENT**  
**Version Approved by City Council on March 10, 2021**

WHEREAS, the City of Everglades City, a municipal corporation and political subdivision of the State of Florida (hereinafter referred to as the "City" or "Lessor") is the owner of that certain real property, specifically dock station «STATION» located on the Barron River in the City lying between the westerly edge of Riverside Drive, Storter Avenue and School Drive pavement and the waters of the Barron River;

WHEREAS, it is in the public interest that the City lease "Dock Stations" belonging to the City along the City Seawall, on a semi-annual basis pursuant to the terms and conditions contained herein;

WHEREAS, certain Dock Stations are suitable and have historically been used for residential waterfront uses ("Residential Dock Stations");

WHEREAS, Lessee owns a residential dwelling unit in the City of Everglades City at [insert address]; and

WHEREAS, the leasing of the Residential Dock Stations will stimulate and promote economic development in the City.

**NOW THEREFORE WITNESSETH as follows.**

The City as Lessor and «NAME», as Lessee, each in consideration of the agreements to be performed by one to the other and in consideration of the premises and the terms, conditions and covenants contained herein, agree as follows:

1. Lessor rents and leases to the Lessee the area described in Paragraph 2 below herein under the terms and conditions contained herein.
2. DESCRIPTION: That portion of the City Seawall on the Barron River between Dock Stations «STATION» consisting of «FEET» feet of river frontage, as depicted on the attached Exhibit A, hereinafter referred to as the "Leased Residential Dock Station".
3. RENT: The Lessee will pay the Lessor, as rent for the described Station, the amount of \$12.00 per foot, plus applicable sales tax.
4. LIABILITY INSURANCE: The Lessor has obtained Liability Insurance for the Leased Residential Dock Stations. The Lessee shall pay the Lessor \$61.05 for this said insurance.
5. WATER: The Lessor has installed potable water lines to each Residential Dock Station, with a shut-off device, and a water meter. Lessee shall pay for water used pursuant to the City's water rate ordinance, as amended, up front in the amount of 6 payments at the base rate plus applicable utility tax. It is a violation of this lease if Lessee obstructs the water meter. Any amount due over the base water rate, pursuant to the City's water rate ordinance, as amended, shall be due and payable as incurred.
6. The semi-annual rent, to be paid in addition to the water service payments over the base rate, is therefore due as follows:

Dock Lease per Paragraph 3: «FEET» feet @ \$12.00 /foot @ 6-months

Lease Sales Tax

Liability Insurance per Paragraph 4:

Water Service per Paragraph 5:

«M\_6\_mos\_lease»  
«LEASE\_SALESTAX\_»  
«LIABILITY\_INS»  
«WATER»  
«WATER\_UT»  
«WA\_DEPOSIT»  
\$ «TOTAL»

Water Utility Tax  
Water Security Deposit  
TOTAL AMOUNT DUE

Account Number: «ACCT\_»

«NAME»  
«ADDRESS»  
«TOWN»

7. TERM: The Term of this Lease is for (6) months from the date hereof April 1, 2021 thru September 30, 2021.
8. Lessee shall build or construct improvements at said Leased Residential Dock Station, at Lessee's sole expense, in conformance with the Rules and Regulations, all applicable codes, ordinances and laws and after submitting plans thereof to the City Clerk or designee of the City Clerk and obtaining Planning and Zoning written approval.
9. The Lessee agrees to indemnify and hold harmless Lessor, from and against any event of fire, casualty, accident, injury, death, or Act of God, occurring in connection with the leased Station or the activities of Lessee, Lessee's personnel agents, guests, licensees, invitees, or Lessee's equipment located in or about the leased Station, these responsibilities being assumed by Lessee.

10. (A) No assignment of this Lease or transfer or subletting of the Leased Residential Dock Station or any portion thereof or improvements associated therewith shall be permitted. Provided however, and notwithstanding the foregoing, if the Lessee is the owner of a residential dwelling unit in the City, Lessee shall have the right to assign this Lease for the balance of the Lease Term to a purchaser of said residential dwelling unit. Said assignment shall only be valid upon receipt by the City Clerk of a copy of the recorded warrant deed evidencing said sale.

(B) Lessee shall not pledge, hypothecate, or encumber this Lease, the Leased Residential Dock Station, or any improvements associated therewith.

(C) Lessee acknowledges that Lessee has no ownership interest in, to or on the Leased Residential Dock Station and is merely a tenant of the City during the term, and that this Lease is not appurtenant to any property of Lessee.

11. Lessee warrants and represents that Lessee is currently the owner of a residential dwelling unit in the City of Everglades City and that this Lease shall terminate upon a failure to maintain such ownership in the City during the Term of this Lease. If Lessee demolishes the residential dwelling unit, Lessee shall have 2 years to obtain a permit to rebuild a residential dwelling unit. Should the Lessee not obtain a permit within 2 years or let an obtained permit expire, this Lease shall terminate.

*6 mos to build  
warrant -  
owner set  
1 yr new owner*

Commented [Z11]: For discussion

12. At the termination of the Lease Term, all improvements erected by Lessee may be removed by Lessee, where such removal can be done without violence to the property or the dock (DOCK MUST STAY). If removed, the remaining property shall be restored to its original condition.
13. Lessee agrees to abide by all RULES AND REGULATIONS affecting the general area, of which the leased Station is a part, which are now in effect or which are hereafter promulgated and adopted by the City Council. A copy of the RULES AND REGULATIONS is attached hereto and incorporated by reference as Exhibit "A". In the event of a failure to abide by the RULES AND REGULATIONS by Lessee or Lessee's employees, agents, guests, licensees or invitees, the Lessee, after a hearing before City Council, and after City Council determines that said RULES AND REGULATIONS have been breached, Lessee's rights under this Lease shall be forfeited, become null and void and any prepaid rents or improvements or right therein shall be forfeited.
14. Compliance with and nonviolation of all applicable City Ordinances and State Statutes is specifically incorporated into the RULES AND REGULATIONS where such violation or non-compliance occurs as a result of the use of the leased Station by Lessee, or Lessee's employees, agents, guests, licensees or invitees.

15. In any action to enforce the terms and conditions of this Lease or violation thereof, the prevailing party shall recover its reasonable attorney's fees plus costs and expenses.

16. SEVERABILITY: The invalidity in whole or in part of any terms, covenant, condition, restriction, article, sentence, clause, phrase, word, or other provision of this Lease shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the parties have duly executed this Lease in multiple copies, each of which shall be deemed an original, on the year and date stated below.

CITY OF EVERGLADES CITY  
2021

ATTEST:

\_\_\_\_\_  
Dottie Joiner, City Clerk

\_\_\_\_\_  
Howell Grimm, Jr. Mayor

LESSEE SIGNATURE:

\_\_\_\_\_

Account Number: «ACCT\_»

«NAME»  
«ADDRESS»  
«TOWN»

City of Everglades City PO Box 110 Everglades City FL 34139
---

**IMPORTANT:**

- THIS 4-PAGE SIGNED DOCUMENT MUST ACCOMPANY PAYMENT.
- LEASE IS DUE AND PAYABLE UPON RECEIPT

## EXHIBIT "A"

### RULES AND REGULATIONS FOR THE USE AND OPERATION OF CITY LEASED DOCKS:

NOTICE: AT THE TIME OF RENEWAL THE FOLLOWING RULES & REGULATIONS WILL BE STRICTLY ENFORCED.

1. **SUBJECT TO THE APPROVAL OF THE CITY COUNCIL**, the Mayor or his agent, shall be authorized and directed to promulgate Rules and Regulations for the use and operation of the City of Everglades City Municipal Docks.
2. Dock Stations will be assigned or reassigned by the City Council's approval and only legally registered boats/vessels in good condition will be admitted to dock areas. Notwithstanding the foregoing, any current Lessee may trade Dock Stations with any other current lessee, provided both lessees are in full compliance with this Lease, as confirmed by the Mayor or his agent, and provided proof of compliance is provided to the City Clerk along with the transfer date. Upon receipt of same, the City Clerk shall issue updated leases.
3. **The Rules of the Road relating to boats/vessels shall apply in and around the dock area.**
4. In the event it becomes necessary to move a boat/vessel, for safety purposes or otherwise, and the boat owner is not immediately available, the Mayor or his agent is authorized to effect the necessary move.
5. Noise shall be kept at a minimum at all times so as to avoid the creation of a nuisance or disturbance.
6. No privately owned signs, other than no trespassing signs, shall be permitted on Dock Stations except as approved by the City Council.
7. Crab Trap storage shall be allowed only from Stations 1 through 125, North of Evergreen Street.
8. Dock Stations 133 through 404 are to be used for Guide Boats and Pleasure Boats only; no fishing nets or crab trap storage will be permitted.
9. No live aboard shall be permitted; no person/persons shall be permitted to use any dock area or Dock Station for the intent to reside as a residence, nor permit the docking of boats or vessels with the intent to reside or inhabit as a residence.
7. No substantial construction, building, or repairs of dock area shall be permitted without the permission of the Mayor or his agent, Building Inspector or designee.
10. All construction, building, and/or repairs of dock and dock area must be done with all required City, state, and federal permits, as applicable.
11. All trash and garbage shall be removed at Lessee's expense. It shall be the responsibility of Lessee to keep the premises leased to them in an orderly and clean condition.

**Commented [ZL2]:** It was discussed that those holding leases could trade. What sort of approval should be required for this? Or, should this not be allowed?

**Commented [ZL3]:** For discussion

**Commented [ZL4R3]:** There was discussion at the workshop of limiting the dimensions of signs, instead of a prohibition.

**Commented [ZL5]:** This was not in the adjustments discussed at the workshop, but I am adding it now for discussion.



*Yes*

12. All Dock Stations must be kept clean and mowed at all times. Maximum height of grass not to exceed seven inches (7). If the dock area is not mowed and maintained the City will issue a warning, after expiration of warning the City will have Dock Station cleaned, mowed, etc., and Lessee shall pay a fine of [insert] at Lessee's expense. If City resumes responsibility the second time, LEASE WILL BE REVOKED. All fines assessed under this provision are not paid by the end of the Lease term, the Lease will terminate and Lessee shall have no right to renew the Lease.

**Commented [ZL6]:** This is a staff-intensive approach. Another idea would be to enter into a contract for mowing for the entire length of docks and then pass that cost onto the dock lease holders. That way, the grass will always be mowed and there are no issues typical to enforcement, such as staff time, claims of discriminatory enforcement, etc.

**Commented [ZL7R6]:** The cost for the above and the fine approach will be presented at the meeting.

13. No person shall litter on land or into the water, or discharge or throw overboard any oils, spirits, flammable liquids or oily bilge into Barron River.

14. No beer, wine or other alcoholic beverages shall be sold on said docks.

15. No barbecue fires, open fires shall be permitted on dock stations or on boats while moored at Dock Stations 133 through 404.

**Commented [ZL8]:** For discussion

**Commented [ZL9R8]:** There was discussion at the workshop of removing this prohibition.

16. No boat parts, equipment, materials or inflammable substances shall be stored on Dock Stations 133 through 404.

16.

17. No Dock Station will be leased to any person that has dock access or water front access in Everglades City by way of deeded or leased dock, other than a City commercial or guide dock; deeded or leased water front property; or a limited common element dock appurtenant to the person's ownership/membership in an association. No Dock Station will be leased to any person that has other dock access in Everglades City.

*No fire  
Grills yes*

*Landscaping  
Contract*

18. THE FOLLOWING RULES AND REGULATIONS APPLY ONLY TO DOCK STATIONS 133 THROUGH 404-PLEASURE BOATS ONLY:

A. Residential and Guide Boat dock stations not exceed 50' ft.

B. All Dock Stations must have station number and LESSEE name on northeast corner of station. Number and letters must be 4" or larger.

C. All LESSEES must apply for a building permit and start to build and install within 30 days from date of this lease; and 30 days to complete, a dock the full length of leased dock space, to City specifications and obtain a City building permit for construction of said dock.

D. Only one (1) Residential dock lease per individual or firm person. The word "person" is defined as in section 1.01, Florida Statutes, as amended.

E. In addition to required improvements, Lessees may at their option and expense install and secure one storage box, provided it is secured at all times, and is at a location to be determined by the Mayor or his agent or designee in accordance with the following specifications:

Dimensions-24" depth x 24" height x 96" length.

Material-Fiberglass or Wood.

Color-White PREFERRED.

Hardware-Stainless Steel, brass or galvanized.

The box shall be secured TO DOCK and approved by the Building Inspector or designee and shall be maintained and kept in good repair at all times.

**THE LEASING OF CITY DOCK STATIONS IS HEREBY DECLARED TO BE A PRIVILEGE AND NOT A RIGHT. In the event of a failure to abide by the RULES AND REGULATIONS by Lessee or Lessee's employees, agents, guests, licensees or invitees, the Lessee, after a hearing before City Council, and after City Council determines that said RULES AND REGULATIONS have been breached, Lessee's rights under this Lease shall be forfeited, become null and void and any prepaid rents or improvements or right therein shall be forfeited.**

**DEFINITIONS:**

- (a) **Dock Stations**-dockage space or facility belonging to the City of Everglades City for the mooring of uninhabited boats or vessels as depicted on Schedule "A".
- (b) **City Council**-The governing body of the City of Everglades.
- (c) **The Mayor or his agent** is charged with the responsibility of directing the mooring and enforcing the rules and regulations set for the Dock Stations, reporting to the City Council any violations of these Rules and Regulations and reporting items needing correction.
- (d) **Mooring**-to secure a vessel or boat by line, cable, or other device at the City of Everglades Dock Stations, in such a manner as to assure the security of such vessel.
- (e) **Boat or Vessel**-every description of self-propelled water craft used or capable of being used as means of transportation on water, including all types of boats and all uses thereof.

**CITY COUNCIL**

**CITY OF EVERGLADES CITY**

72 Residential

7 Galle

3 access

---

82 Docks

\$ 7.50 each dock 2x month  
= \$ 15.- monthly

X 82 Docks =

\$ 1,230. monthly fee

No charge City Docks =

For Discussion

To Be Approved @  
Feb Meeting

## INTERLOCAL AGREEMENT

By and Between the City of Everglades City and Collier County  
Relating to the landscaping of County Road 29 within City Limits.

This Interlocal Agreement is by and between the Board of County Commissioners of Collier County, Florida, (the "County"), 3299 Tamiami Trail East, Suite 303, Naples, FL 34112 and the City of Everglades City (the "City"), P.O. Box 110, Everglades City, FL 34139, for the purpose of confirming ownership of and maintenance responsibility for County Road 29 within City limits. This agreement is entered into pursuant to the provisions of the Florida Interlocal Cooperation Act of 1969, set forth in sections 163.01, *et seq.*, Florida Statutes, and is further authorized pursuant to the parties' respective home rule powers granted by the Florida Constitution.

### RECITALS

WHEREAS, the County owns County Road 29 from U.S. 41, at the Northern end, South, through the City to Broadway Avenue East and then from where Copeland Avenue begins, at the Northern end, South to its terminus in Chokoloskee (the "Subject Roadway");

WHEREAS, the City owns Broadway Avenue East;

WHEREAS, the County is currently responsible for maintenance of County Road 29, specifically the Subject Roadway, including the Landscaping (as hereinafter defined);

WHEREAS, the County and the City desire to enter into an Agreement regarding the installation, construction, and maintenance of the Landscaping of the Subject Roadway;

WHEREAS, the County will continue to be responsible for all portions of the Subject Roadway other than the Landscaping; and

WHEREAS, the City will become responsible for the Landscaping.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

- 1) **Recitals.** The above recitals are true and correct and are hereby incorporated by reference.
- 2) **Landscaping in the Subject Roadway.** The City shall be solely responsible to install, construct, and/or maintain and shall be solely responsible for the cost to install, construct and/or maintain the "Landscaping" in the Subject Roadway, defined as: trees,

grass, shrubs, and other plantings, as well as irrigation systems, hardscaping, streetlights, and ancillary fixtures, at its sole discretion. This installation, construction, and/or maintenance may include, but is not required to include mowing, edging, tree and plant care, litter control, and any other installation, construction and/or maintenance activity desired by the City.

- 3) **Existing Landscaping.** The County hereby authorizes the continued existing of the existing Landscaping.
- 4) **Right-of-Way Utilization Authorization.** The County hereby authorizes, without the need for any right-of-way permit or permits, the City to install, construct, and/or maintain Landscaping within the Subject Roadway that is the subject of the terms of this Interlocal Agreement, provided all installation, construction, and maintenance complies with the City's ordinances.
- 5) **Removal and Relocation of Landscaping.** The City shall install, construct, and/or maintain Landscaping within the Subject Roadway in such a manner as will not interfere with the use of the facility by the public or create a safety hazard on such facility. If, as solely determined by the County, in its reasonable discretion, a component of Landscaping within the Subject Roadway interferes with the use of the roadway by the public or creates a safety hazard, then the City, at its sole expense, shall be responsible for correcting the interference or safety hazard, which action may include, but not be limited to, removing or relocating such Landscaping in such a manner so as to eliminate the interference or safety hazard, to the reasonable satisfaction and consistent with general safety standards of the County.
- 6) **No Obligation for Roadway Maintenance of the City Created.** The Parties agree that nothing in this Interlocal Agreement shall be interpreted to impose any additional obligation for the City to maintain any roadway or associated improvements constructed within the Subject Roadway including, but not limited to, the road sub-grade, base layer, asphalt, striping, signage, gutters and curbing, fencing and retaining walls adjacent to wetland areas, and sidewalks, and all other aspects of the Rights-of-Way, except for Landscaping.
- 7) **Indemnification.** To the extent permitted by Florida law, the City agrees to protect, defend, indemnify, and hold the County, its tenants, officials, officers, employees, and agents free and harmless from and against any and all third party (including employees of the City and its contractors and subcontractors) claims, liability, losses, and/or causes of action, which may arise from any negligent act or omission of the City's staff, employees, or agents associated with or connected with, the use of the Rights-of-Way by the City and its contractors and subcontractors for the purposes set forth herein, including ingress and egress thereto.
- 8) **Sovereign Immunity.** Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of the District or the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted

by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- 9) **No Pledge of Credit or Partnership.** This Interlocal Agreement shall neither be deemed to pledge the credit of the County or of the City, nor to make the County an agent, co-venturer, partner, or fiduciary of the City, or vice versa.
- 10) **Public Records.** Pursuant to section 119.0701, Florida Statutes, for any tasks performed by the County on behalf of the City, the County shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City to perform the work contemplated by this agreement; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) 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 or termination of this agreement, and (d) if the City, in its sole and absolute discretion, requests a copy of all Public Records in possession of the County, the County shall duplicate and provide to the City, at no cost, all Public Records in possession of the County within one hundred and twenty (120) days of such request in a format that is accessible to the City
- 11) **Force Majeure.** Neither the City nor the County shall be held in non-compliance with this Interlocal Agreement, nor suffer any enforcement or penalty relating to this Interlocal Agreement, where such non-compliance or alleged default occurred or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate or control.
- 12) **Amendment.** This agreement may not be amended or modified except in writing, executed by the Parties.
- 13) **Assignment.** The terms and provisions of this Interlocal Agreement shall be binding upon the Parties and their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. Notwithstanding the foregoing, a party's rights and obligations under this agreement may only be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way with the other party's prior written consent.
- 14) **Notices.** All notices must be in writing and sent to the party's address stated above by certified mail, return receipt requested with required copy to the general counsel for each party.

- 15) **Dispute Resolution.** In the event of any dispute under this agreement, the parties shall first attempt to resolve such dispute by non-binding mediation, with each party paying equal costs for the mediation.
- 16) **Controlling Law and Venue.** This Interlocal Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this agreement shall lie solely in the courts located in Collier County, Florida, and for any federal action shall lie solely in the United States District Court for the Middle District of Florida, Fort Myers Division.
- 17) **Entire Agreement.** This Interlocal Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this agreement.
- 18) **Severability.** If any one or more provisions of this Interlocal Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this agreement shall be treated as though the invalidated portion(s) had never been a part hereof.
- 19) **Representations and Warranties of City.** The City represents and warrants that:
- a) The City is validly organized and exists as a municipality in the State of Florida and has full power and authority to carry on its business as presently conducted and as contemplated in this agreement.
  - b) The City has full power and authority to execute and perform the terms and provisions of this agreement. The execution and performance of the terms and provisions of this agreement does not violate any applicable provision of the City charter or other authorizing law, the City's ordinances, or state or federal laws or regulations, or other agreements or rules by which the City may be bound.
  - c) This agreement has been duly executed and delivered by the City and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms.
- 20) **Representations and Warranties of County.** The County represents and warrants that:
- a) The County is validly organized and exists as a county in the State of Florida and has full power and authority to carry on its business as presently conducted and as contemplated in this agreement.
  - b) The County has full power and authority to execute and perform the terms and provisions of this agreement. The execution and performance of the terms and provisions of this agreement does not violate any applicable provision of law creating or authorizing the County, any rules of the County, or any state or federal regulations, or other agreements or rules by which the County may be bound.
  - c) This agreement has been duly executed and delivered by the County and constitutes its legal, valid, and binding obligation enforceable in accordance with its terms.



- 21) **Counterparts.** This Interlocal Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.
- 22) **Recordation.** This Interlocal Agreement shall be recorded in the Official Records of Collier County in accordance with the requirements of section 163.01(11), Florida Statutes.
- 23) **Effective Date.** This Interlocal Agreement shall become effective upon filing a copy executed by both Parties with the Clerk of the Circuit Court of Collier County (the "Effective Date").
- 24) **Termination.** This Interlocal Agreement may only be terminated by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the dates below.

ATTESTATION ONLY AS TO THE  
SIGNATURE OF THE CHAIR:

Collier County Board of County  
Commissioners

Collier County Board of County  
Commissioners  
Crystal K. Kinzel, Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Deputy Clerk

By: \_\_\_\_\_  
Penny Taylor, Chairman

Approved as to form and legality  
for the County:

\_\_\_\_\_  
Jeffrey A. Klatzkow  
County Attorney

ATTESTATION:

City of Everglades City

By: \_\_\_\_\_  
Dottie Joiner, City Clerk  
City of Everglades City

By: \_\_\_\_\_  
Howell Grimm Jr., Mayor

Approved as to form and legality  
for the City:

---

J. Christopher Lombardo, Esq.  
City Attorney

*For Discussion*



## **Business Proposal**

Our mission is to give back to the children and youth of Everglades City by providing a safe and fun after school program, that will not only aid them in their studies, but also allow them to have a place of their own to hang out.

The after school program will be Monday-Friday from 3:00pm to 6:00pm and will take place at the community center; from there the children will begin with their homework; while receiving a slice of pizza, a bag of chips, and a drink. Then once they have completed their work, the fun may commence. This will include laser tag and gaming systems.

The leaders of said program will be Tukey Oliver and Jessica Oliver (Kids Church Pastor).

Pricing: \$5 per child, this price includes their meal and game time.

**Collier County Sheriff's Office**



# WINTERfest

Fun winter events... in a GREAT place, a SAFE place.

Join **CCSO** for *Cool Winter Nights*

*Thursday, January 13th, 2022*

*6:00 P.M. - 8:30 P.M.*

*McLeod Park*

*208 S. Copeland Ave., near corner of Hibiscus and Copeland*

*Our family events are **FREE**..*

*Hot Dogs, bounce house, and more!*

*Parents must be here with the kids!*



**Collier County Sheriff's Office**

**SHERIFF KEVIN RAMBOSK**

**EMERGENCY 911 NON Emergency 239-252-9300**



DEC 14 2021

Received



**Florida Fish  
and Wildlife  
Conservation  
Commission**

December 9, 2021

Commissioners  
Rodney Barreto  
Chairman  
Coral Gables

Michael W. Sole  
Vice Chairman  
Tequesta

Steven Hudson  
Fort Lauderdale

Gary Lester  
Oxford

Gary Nicklaus  
Jupiter

Sonya Rood  
St. Augustine

Robert A. Spottswood  
Key West

Office of the  
Executive Director  
Eric Sutton  
Executive Director

Thomas H. Eason, Ph.D.  
Assistant Executive Director

Jennifer Fitzwater  
Chief of Staff

Division of Law  
Enforcement  
Colonel Roger Young  
Director

850-488-6251  
850-487-0463 FAX

*Managing fish and wildlife  
resources for their long-term  
well-being and the benefit  
of people.*

620 South Meridian Street  
Tallahassee, Florida  
32399-1600  
Voice: 850-488-4676

Hearing/speech-impaired:  
800-955-8771 (T)  
800 955-8770 (V)

MyFWC.com

Attention: Dottie Joiner  
City Clerk  
City of Everglades City  
P.O. Box 110  
Everglades City, FL 34139

RE: Close-out Report of Agreement #20107

Dottie Joiner:

The Florida Fish and Wildlife Conservation Commission (FWC) has received Everglades City's Close-out Report for Agreement #20107. The report has been reviewed and approved. If the independent audits due under Attachment B, "Audit Requirements", show material deficiencies or discrepancies in the use of these grant funds or in your system of financial controls, further actions may be required; otherwise, this contract is considered closed.

If you have any questions regarding this contract, please contact me at (850) 617-9559, or by email at [Nickie.Stricker@myfwc.com](mailto:Nickie.Stricker@myfwc.com).

Thank you,

  
Nickie Stricker  
FBIP Administrator

NS/bsw

## SIGN-IN SHEET

**January 11, 2022**

ALL PERSONS WISHING TO SPEAK ON AN AGENDA ITEM UNDER PRIMARY BUSINESS MUST REGISTER PRIOR TO THE OPENING OF THE MEETING. REGISTERED SPEAKERS WILL HAVE FIVE (5) MINUTES TO SPEAK. WHEN REGISTERING TO SPEAK YOU MUST IDENTIFY WHICH AGENDA ITEM NUMBER YOU WISH TO SPEAK.

**Example: 1.) John Doe #5 & #12**

**Address:**

- 1.) FLSCA (HOLLY) SeaFood Fest update
- 2.)
- 3.)
- 4.)
- 5.)
- 6.)
- 7.)
- 8.)
- 9.)
- 10.)
- 11.)
- 12.)