



Fort Myers Beach Town Council

**Diamondhead Beach Resort
2000 Estero Blvd.
Fort Myers Beach, FL 33931**

Agenda

Monday, February 6, 2023

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS**
 - A. Anchorage Advisory Committee Appointments
Appoint Members to the FY2022-2023 Anchorage Advisory Committee (AAC)
 - B. Audit Committee Appointments
Appoint Members to the FY2022-2023 Audit Committee
 - C. Bay Oaks Recreational Campus Advisory Board Appointments
Appoint Members to the FY2022-2023 Bay Oaks Recreational Campus Advisory Board (BORCAB)
 - D. Cultural and Environmental Learning Center Advisory Board Appointments
Appoint Members to the FY2022-2023 Cultural and Environmental Learning Center Advisory Board (CELCAB)
 - E. Marine and Environmental Resources Task Force Appointments
Appoint Members to the FY2022-2023 Marine and Environmental Resources Task Force (MERTF)
 - F. Public Safety Committee Appointment
Appoint Members to the FY2022-2023 Public Safety Committee (PSC)

VIII. APPROVAL OF MINUTES

- A. Town Council January 9, 2023
- B. Management & Planning Session January 12, 2023
- C. Town Council January 23, 2023

IX. PRESENTATION

- A. Emergency Berm and Estero Island Nourishment Projects status
Coastal Engineering Consultants, Inc.

X. CONSENT AGENDA

- A. Estero Island Emergency Berm Construction Phase Services.
Authorize the Town Manager to execute Supplemental Task Authorization #2 for Contract RFQ-21-09-EN with Coastal Engineering Consultants, Inc. for Estero Island Emergency Berm Construction Phase Services.
- B. Estero Island Beach Nourishment Project.
Authorize the Town Manager to execute Supplemental Task Authorization #3 for with Coastal Engineering Consultants, Inc. for the Estero Island Beach Nourishment Project.
- C. Resolutions: 23-12, 23-13, 13-14 and 23-15
Approve Resolutions Extending the Town Declaration of State of Local Emergency for the period February 6 - February 12, 2023, February 13, 2023 - February 19, 2023, February 20, 2023 - February 26, 2023 and February 27, 2023 - March 5, 2023

XI. PUBLIC HEARINGS

- A. Ordinance 22-13; Fees by Resolution
Final reading and second public hearing on proposed ordinance 22-13 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ESTABLISHING A NEW SECTION 1-13 OF CHAPTER 1 OF THE CODE OF ORDINANCES, TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE ADOPTION, AMENDMENT AND IMPLEMENTATION OF FEES AND FEE SCHEDULES BY RESOLUTION UNLESS PROHIBITED BY STATE LAW OR THE TOWN CHARTER, PROVIDING FOR CODIFICATION, CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Ordinance 23-02; Corner Lot and Setback Regulations
First reading and Public Hearing of proposed Ordinance 23-02 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 34, ARTICLE III., DIVISION 3, SECTION 34-638 MINIMUM SETBACKS, SECTION 34-2 DEFINITIONS, AND TABLE 34-3 DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open first public hearing and schedule for second reading and final adoption Tuesday, February 21, 2023 at 9:00 a.m.
- C. Ordinance 23-03; Nonconforming Lots, Minimum Use Determinations and Administrative Variances
First reading and Public Hearing of proposed Ordinance 23-03 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 34, ARTICLE V., DIVISION 4, SECTIONS 34-3273 GENERAL REQUIREMENTS FOR RESIDENTIAL USES ON NONCONFORMING LOTS, SECTION 34-3274 MINIMUM USE DETERMINATIONS, AND CHAPTER 34, ARTICLE II., DIVISION 6, SECTION 34-268 ADMINISTRATIVE SETBACK VARIANCES; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open first public hearing and schedule for second reading and final adoption Tuesday, February 21, 2023 at 9:00 a.m.

XII. ADMINISTRATIVE AGENDA

- A. Contract for Bay Oaks Recreation Center emergency dry out services
Authorize the Town Manager to execute a first amendment to the existing contract with Coastal Maintenance and Restoration to include the emergency dry out services for Bay Oaks Recreation Center.
- B. Mound House Historic Preservation Repairs
Accept the sole source proposal from Fine Art Conservation Studios Inc in the amount of \$119,223.55, for repairs to the historic structures at the Mound House damaged by Hurricane Ian and authorize the Town Manager (or designee) to negotiate the final price and contract terms for presentation and approval by the Town Council at a subsequent meeting.
- C. RFP-23-07-AD; Disaster Recovery and Mitigation Consulting Services
Motion to approve an Agreement between the Town of Fort Myers Beach and Tidal Basin Government Consulting, LLC, the top ranked respondent to RFP-23-07-AD - Disaster Recovery and Mitigation Consulting Services for Incidents and Events, and authorizing the Town Manager to execute and expend budgeted funds on behalf of the Town.

XIII. FINAL PUBLIC COMMENT**XIV. TOWN MANAGER'S ITEMS****XV. TOWN ATTORNEY'S ITEMS**

- A. Request for attorney-client "shade" meetings to discuss pending litigation:
Persaud Properties FL Investments, LLC, v. Town of Fort Myers Beach, Florida and Roger Hernstadt; Case No. Case No. 2:21-cv-384-JLB-NPM
pending before the United States District Court Middle District of Florida, Fort Myers Division.

Persaud Properties FL Investments, LLC vs. Town of Fort Myers Beach, Florida, Case No. 2017-CA-000219 pending before the Circuit Court of the 20th Judicial Circuit in and for Lee County

XVI. COUNCILMEMBERS ITEMS AND REPORTS**XVII. ADJOURNMENT**

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

IF A PERSON DECIDES TO APPEAL A DECISION MADE BY THE COUNCIL IN ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSONS MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.



For special accommodations, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.

1. **Requested Motion:**

Meeting Date: February 6, 2023

Appoint Members to the FY2022-2023 Anchorage Advisory Committee (AAC)

Why the action is necessary:

Four seats on the Anchorage Advisory Committee expired September 30, 2022, leaving four vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

ADVISORY COMMITTEES ITEMS
/ REPORTS / APPOINTMENTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 2 of Ordinance 18-06:
Qualifications and Appointment of members

In addition to qualification, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due to the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

The Anchorage Advisory Committee (AAC) shall advise the Town Council concerning all matters relevant to the management and use of the waters of the Town for mooring and anchoring. The Anchorage Advisory Committee shall prepare and submit the Matanzas Harbor Management Plan and any amendments thereto for review and approval by the Town Council and make recommendations for the establishment of managed municipal anchorages and mooring fields where warranted by objective evidence of environmental damage or user conflicts; or any other topics as assigned by the Town Council.

There are currently seven members on the Anchorage Advisory Committee, four of whom have terms which expired September 30, 2022 (Beasley, Lawwill, Light and Lurie), leaving four vacancies. Two members: Ted Lawwill and Sam Lurie submitted applications for reappointment. **Kathy Light resigned as of January 18, 2023 and Robert Beasley resigned on January 30, 2023.**

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, January 27, 2023. The Town received one new application for AAC: John Wesley.

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine

certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Lawwill, Ted
2. Lurie, Sam
3. Wesley, John

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spsychalski, Administrative Officer
Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 1/31/2023



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8/17/22

Name: LAWWill Ted
Last First Middle initial

Telephone Number: 239-935-9395

Email Address: Ted@TedLI.com

Home Address: 7225 ESTERO BLVD

Mailing Address: 7205 ESTERO BLVD #740

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? AAC

If yes, when is your term expiration? 2022

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 17 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☐ No ☒

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

Continuing Service

Community Involvement:

Coast Guard Auxiliary FMB

Interests / Activities:

Boating Safety

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Jack Lawwill, MS

Date

8/17/22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



AUG 2 2 2022

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8-18-22

Name: LURIE SAM
Last First Middle initial

Telephone Number: 239-463-3520

Email Address: SAM7245@COMCAST.NET

Home Address: 8163 LAGDON RD. FMB 33931

Mailing Address: PO BOX 6221 FMB 33932

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? ANCHORAGE

If yes, when is your term expiration? 10/22

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

LONG TIME MEMBER OF THIS COMMITTEE- SEEKING RE-APPOINTMENT.

Community Involvement:

Interests / Activities:

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Samuel L. Lucas

Date

8-18-22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I believe that my past maritime experience with the United States Power Squadron, Annapolis Yacht Club, Eastport Yacht Club, past 50T USCG Captain License, and lifetime experience boating on the Chesapeake Bay would quantify me as an useful & resourceful asset to the AAC. I seek more involvement with the local boating, marine regulations, and

Community Involvement:

Volunteer at Lovers Key for over a year.

Volunteered as requested for Marine Resource Task Force. (Turtle & Beach Education)

Many days/weeks Volunteering at FMB Strong 820 Buttonwood Hurricane Recovery Center

Involved w/ community Hurricane damage recovery efforts

Interests / Activities:

Learning & Teaching Marine & Boating safety and technology courses and seminars

Recreational Boating & Fishing

Studying Advanced TV & Electronics Technology

Advancing personal knowledge of Florida's environment and wildlife

You may attach a resume in addition to the above information.

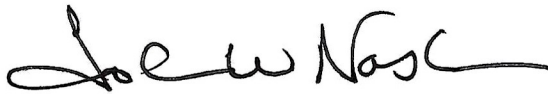
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

01/24/23

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Requested Motion:**

Meeting Date: February 6, 2023

Appoint Members to the FY2022-2023 Audit Committee

Why the action is necessary:

Four seats on the Audit Committee expired September 30, 2022, leaving four vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

ADVISORY COMMITTEES ITEMS
/ REPORTS / APPOINTMENTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 2 of Ordinance 18-06:

Qualifications and Appointment of members

In addition to qualification, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due to the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

All members of the Audit Committee shall be Town residents who do not have any direct financial or business interests involving the Town. The Town Council may waive the residency requirements by majority vote if there are an insufficient number of applicants who reside in the Town. All members should, through education and experience, possess a basic understanding of governmental financial reporting and auditing. At least one member of the Audit Committee shall have accounting, auditing or related financial management expertise that is specifically relevant to the government sector. The Audit Committee shall advise the Town Council on these matters and other matters pursuant to 218.39 F.S., or any other topic(s) as assigned by the Town Council.

There are currently seven members on the Audit Committee, four of whom have terms which expired September 30, 2022 (Cote, Misgen, Steele and Thomas). **One member: Bryan Thomas has submitted application for reappointment.**

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, January 27, 2023. **The Town received three new applications for Audit: Deborah Dutton, John Leson and Jeff Taylor.**

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Dutton Deborah
2. Leson, John
3. Taylor, Jeff
4. Thomas, Bryan G

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spsychalski, Administrative Officer
Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 1/31/2023



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 01/27/23

Name: Dutton Deborah L
Last First Middle initial

Telephone Number: (248) 366-9797

Email Address: ddutton7700@gmail.com

Home Address: 112 Sand Dollar Drive

Mailing Address same

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)? N/A

If yes, when is your term expiration? N/A

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☒ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine and Environmental Resources Task Force Nuisance
☐ Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Town of Fort Myers Beach
JAN 27 2023

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when? N/A

Why are you seeking appointment to this board or committee?

I would like to be more involved in our wonderful community. The Audit Committee is a perfect fit for me. I have extensive experience in auditing, internal control, accounting and finance at Ford Motor Company for over 36 years. I recently retired.

Community Involvement:

Presently, I am the Treasurer for the Laguna Shores HOA. I would like to get more involved in more areas.

Interests / Activities:

My husband I moved to FMB about 2 1/2 years ago. We love going for walks and bike rides. We are also avid boaters.

You may attach a resume in addition to the above information.

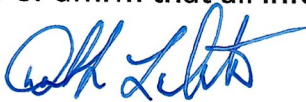
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

01/27/23

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

Assistant Controller, Dearborn Frame and Glass Plants**April 1993 - March 1996**

Managed teams in two manufacturing plant controller's offices. Responsible for plants' daily and monthly reporting and forecasting, including labor, overhead, inventory and material costs and revenues. Reported cost performance to plant management team. Forecasted and explained variances to expected outcomes. Established ground-up annual budgets. Led budget planning meetings with operations. Ensured robust and accurate financial analyses to support decisions. Developed detailed cost and revenue studies. Managed payroll and personnel planning. Approved spending plans. Ensured accurate accounting. Established and tracked new detailed Internal Control self-assessment program. Developed detailed revenue and price study of the plant's windshield sales. Demonstrated strong leadership and motivated employees to perform up to their capabilities. Coordinated effort to add \$100 million in automation to the Frame plant.

Various Finance Positions, Vehicle Operations Finance**February 1988 - March 1993**

Analyzed and reported labor and overhead costs for manufacturing plants. Established budgets. Supported corporate management to direct plants to reduce costs. Analyzed investment spending, identified funding and supported approval for spending. Created and rolled-out new plant raw material cost reporting method.

Various Finance Positions, St. Louis Assembly Plant**September 1986 - January 1988**

Automated hand-written cost analysis to spreadsheets to establish more efficient and accurate reporting of labor and overhead. Analyzed investment spending. Launched new timekeeping system.

Education**University of Pittsburgh, Pittsburgh, Pennsylvania September 1981 - August 1986**

Master of Business Administration - Finance, Accounting minor

Bachelor of Science - Mathematics and Business Administration, Economics minor

Professional Accreditations

Certified Six Sigma Master Black Belt: Possesses exceptional expertise and knowledge of current industry practice. Outstanding leadership ability, innovative, and demonstrate a strong commitment to the practice and advancement of quality and improvement. Substantial experience in each of the major topic areas within the portfolio.

Certified Six Sigma Black Belt: Demonstrates team leadership, understands team dynamics and assigns team member roles and responsibilities. Can explain Six Sigma philosophies and principles, including supporting systems and tools. Thorough understanding of all aspects of the define, measure, analyze, improve and control (DMAIC) model in accordance with Six Sigma principles. Basic knowledge of lean enterprise concepts, are able to identify non-value-added elements and activities and are able to use specific tools.

Additional Experience**Fort Myers Beach Laguna Shores Homeowners' Association Treasurer**

Responsible for collecting dues and paying bills. Forecast and budget costs and revenues. Created first budget and forecast for the HOA.

Debbie Dutton

January 2023

ddutton7700@gmail.com
248.366.9797

Summary

- Highly motivated business transformation leader in Ford Motor Company; used a very broad experience to drive for continuous improvement in both business and Finance operations. Worked closely with all departments and levels to identify improvements to shape and implement effective business operations with a focus on process transformation to deliver direct business impact.
- Draws upon considerable professional experience to apply creative practical solutions to the challenges of managing business needs. Builds specific strengths in business management, leadership, costing and pricing, performance measurement and management operations.
- Drives for continuous improvement to quickly identify issues and processes, then develop and implement plans to improve. Consistently exhibits a can-do attitude and conveys a sense of team work to drive projects to closure with a very practical approach to problem solving.

Ford Motor Company, Dearborn, Michigan Business Process Manager, Ford Business Services

January 2021 - November 2022

Drove global process standardization, optimization, efficiency and improved experience through workflow simplification, and utilization of design thinking. Drove performance improvement by identifying and leading projects that improve process execution by leveraging automation and lean principles.

Internal Control Manager, Treasury Operations & Investor Relations

June 2019 - December 2020

Supported corporate Treasury Operations and Investor Relations with achievement of control milestones and identification and remediation of control deficiencies. Reported directly to corporate treasurer. Drove improved control performance through risk assessment, corrective actions identification and directing agile teams. Ensured GAAP compliance. Audited process compliance.

Control Improvement Team Manager, Corporate Internal Control

December 2007 - May 2019

Utilized Six Sigma methodology to assess and improve processes throughout the corporation. Considered an expert in process mapping throughout the organization. Leveraged tools and analytics to streamline processes, improve accuracy and enhance insight. Ensured compliance with GAAP. Created process to secure over \$1 billion low interest loan from Department of Energy. Established method to improve processes and controls to improve adherence to federal fuel economy labelling laws.

Lump Sum and Tooling Finance Manager, Purchasing Finance

April 2006 - November 2007

Managed \$400 million budget and forecast. Identified and implemented method to reduce spending by assigning and tracking spending responsibility to appropriate operations group and holding them responsible. Eliminated workload.

Emerging Markets & New Model Programs Finance Manager, PD Finance

August 1999 - March 2006

Coordinated effort to source tooling to low cost countries, achieving \$9 million in savings the first year. Reported actual and forecasted personnel levels in new emerging markets. Managed billings of new offices and working conditions costs. Improved processes to reduce costs and workload between Purchasing and Product Development (PD).

Strategic Planning Manager, Purchasing Finance

November 1997 - July 1999

Developed method to sustain global Finance processes. Identified and established method to reduce global tooling costs by 15%. Established roles, responsibilities and procedure for the initiative. Prepared and presented communications to suppliers and Ford management.

Material Cost Finance Manager, Purchasing Finance

April 1996 - October 1997

Worked closely with cross-functional team to identify requirements and reduce costs. Created first global report to track total material cost by vehicle and commodity. Actively supported and trained Purchasing management in connecting financials to physicals. Performed an detailed analysis to insource stamped parts.



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☒ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine and Environmental Resources Task Force Nuisance
☐ Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

AS A CPA I HAVE EXPERIENCE IN
AUDITING MUNICIPALITIES AND WORKING WITH
VARIOUS COMMITTEES

Community Involvement:

NEW HORIZONS - AFTER SCHOOL MENTORING
PROGRAM.

Interests / Activities:

TRAVEL

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Jack Leman

Date

11/25/23

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard,
Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☒ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I would like to volunteer to help the Town of FMB in the redevelopment process and serve on which ever committee would be best based on my background and capabilities. The reason i want to volunteer is because I believe the Town will require extensive change leadership in order to
~~-Establishing the vision for where the town is going~~

Community Involvement:

FMB Womans Club member, helped organize St Patrick's Day fund raiser.

Interests / Activities:

Biking around Estero island and Lee/Collier counties
Exploring SWFL water ways
Family activities with our kids and grand kids who live in Ohio and Florida
Leadership and management topics

You may attach a resume in addition to the above information.

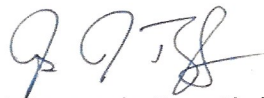
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

11/21/22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

Jeff Taylor
210 Curlew St
Fort Myers Beach, FL 33931
JYTAYLORII@GMAIL.COM
+1.740.357.4224
Senior Business and IT Executive

Senior business and technology executive and Deloitte Consulting Managing Director with over 30 years of experience. Extensive experience working with over 50 Fortune 500 companies helping them to transform their businesses through changes in people, process and technology. Proven track record in leading large, global, multifunctional teams to solve complex business problems and deliver value to my clients in the Consumer, Hospitality, Transportation, Financial Services, and Manufacturing industries.

Areas of expertise are in:

- | | | |
|----------------------------------|---|---------------------------|
| • Served over 50 clients | • 30 Oracle, SAP, Infor Implementations | • Applications Management |
| • Executive/Board Presence | • On Time & On Budget | • Teaming & Collaboration |
| • Strategic Planning | • Project Management | • Servant Leadership |
| • Technology Roadmap Development | • Organizational Change | • Recruiting Talent |
| • Business Case Development | • Security & Controls | • Growth & Mentoring Team |
| • Financial Budgeting & Tracking | • Testing & Deployment | • Global Team Management |
| • International Experience | • Data Center Migrations to Cloud | • Multi-Site Management |
| | | • Large Team Management |

Professional Experience

Deloitte Consulting - Managing Director (March 2002 – Present)

Lead Consulting Partner responsible for

- Leading two elite client accounts in the southwest Florida area
- Developing client relationships across the CXO down to department managers
- Growing account revenue from \$0 to \$100M in 3 years
- Building account plan across multiple offering including Finance, Marketing, HR, Operations, and Technology
- Staffing client account team with combination of resources from industry, business and technology
- Providing advice on emerging technologies and identifying solutions to complex business issues client was facing
- Managing all aspects of 10+ client projects and 200 resources in US, EMEA, and India
- Maintaining the Culture and Brand we established at the client

Engagement Managing Director responsible for

- Building a \$400M book of business over past 10 years
- Developing client proposals, closing deals and executing project contracts
- Developing business case, tracking financials and reporting results
- Managing projects including scoping, estimating, pricing, delivering, controlling, statusing and delivering projects on time and within budget
- Acting as immigration liaison resolving issues with practitioners visa relate cases
- Recruiting, retaining and growing resources with specific skill sets required by the project

Representative Engagements include

Enterprise Finance Transformation across North America, EMEA, and APAC. Technology modernization of legacy mainframe systems supporting Fleet Accounting, Revenue Accounting, Incentive Compensation, Financial Analytics, Global Consolidation, Planning and Reporting. (Oracle EBS, Hyperion, PBCS Implementation)

Application Managed Services of a client's Oracle applications environment. Transition of Oracle applications support from internal support model to external provider which included increases to SLA performance and reduced client opex budget. (Oracle EBS, Hyperion HFM)

Data Center Migration from client's on premise datacenter to Oracle IAAS cloud. Moving Oracle EBS, HRMS, & Hyperion servers, databases and applications from an on premise datacenter to Oracle's IAAS cloud.

M&A separation of ERP financial systems. Divestiture of two multibillion dollar companies IT infrastructure and ERP applications to complete the timely wind down of NewCo's TSA and help both avoid a large tax penalty. (Oracle EBS)

Predictive modeling solution for quarterly depreciation rates. Deployed predictive modeling solution to calculate quarterly depreciation rates on rental fleet of 600,000 cars increasing accuracy of quarter rates and profitability at time of resale. (Oracle PBCS implementation)

Daily interface for revenue accounting. Implemented interface to process over 100,000 rental agreements on a daily basis to improve visibility into the daily revenue performance against plan and increase accuracy of financial planning and analysis. (Oracle EBS)

Global COA transformation. Designed and deployed new global chart of account (COA) structure to improve financial reporting and analysis and enable ability to scale and support new business initiatives in the future. (Oracle EBS)

Front of store and back office transformation and modernization. Technology modernization project to transform the front of store and back office operations of over 2,100 quick serve restaurants in 20 countries in Latin America resulting in projected \$300 million in savings. (Oracle EBS & Micros Point of Sale)

Finance & supply chain implementation. Technology modernization project using Agile methodology to transform the back office operations supporting 3,000 quick serve restaurants in Japan. (Oracle EBS, Micros & Hyperion Financial Management)

Finance & supply chain transformation. Developed business case strategy and design for finance and supply chain transformation supporting multiple diversified business units across 60 countries in North America, South America, EMEA and APAC resulting in a projected \$200 million in savings. (Oracle EBS)

Predictive modeling solution for Cost Accounting. Built cost analysis and predictive modeling solution for US based steel manufacturing company to calculate cost of each coil of steel across 9 different manufacturing process steps to improve pricing and cost analysis across 10 steel plants in 4 countries in North America and Europe. (Oracle Hyperion Planning)

Representative Clients

- Airbnb
- Koch Engineered Solutions
- CarMax
- Hertz
- Herc Rentals
- Western Digital
- McDonald's Japan
- Arcos Dorados
- Eaton
- US Steel
- Paramount Citrus
- First American Title
- Panasonic Avionics
- Sun Microsystems
- Home Depot Supply
- Kodak
- Thermos
- Kemper Insurance
ACCO
- TIG Insurance
- MEMC
- Goss Graphics
- Vectren
- Lockheed Martin

Prior Professional Experience

2000 – 2002 – Independent Consultant
1996 – 2000 – CSC
1994 – 1996 – Cray Research
1991 – 1994 – USEC/Lockheed Martin

Education

The Ohio State University - Bachelor Science Business Administration – Accounting



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: AUGUST 16 2022

Name: THOMAS G. BRYAN
Last First Middle initial

Telephone Number: 917 202 4407

Email Address: bthomas@comst.com

Home Address: 263 PALERMO CIRCLE FT. MYERS BEACH, FL

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? AUDIT

If yes, when is your term expiration? OCTOBER 22

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☒ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 16 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

TO SERVE MY COMMUNITY

Community Involvement:

Interests / Activities:

BOATING / TRAVEL / SKITSEEING

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Amy Brown

Date

8/16/22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Requested Motion:**

Meeting Date: February 6, 2023

Appoint Members to the FY2022-2023 Bay Oaks Recreational Campus Advisory Board (BORCAB)

Why the action is necessary:

Three seats on the Bay Oaks Recreational Campus expired September 30, 2022, one vacated on April 4, 2022, leaving four vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

ADVISORY COMMITTEES ITEMS
/ REPORTS / APPOINTMENTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 2 of Ordinance 18-06:
Qualifications and Appointment of members

In addition to qualification, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due to the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

The purpose of Bay Oaks Recreational Campus Advisory Board (BORCAB) is to serve the Town as a community center and recreational facility providing individuals and groups passive and active recreational, social and community activities and events for both residents and visitors. BORCAB members shall work closely and in cooperation with the Parks and Recreation Director and advise the Town Council regarding matters concerning the Bay Oaks Recreational Campus and the Community Pool, or any other topics as assigned by the Town Council.

There are currently six members on BORCAB, three of whom have terms which expired September 30, 2022 (Butcher, Cherry and Simpson). One seat became vacant when Holly Sweeten resigned as of April 4, 2022, leaving four vacancies. **Three members: Bruce Butcher, Beth Cherry and Betty Simpson * have submitted an application for reappointment.**

*** Per Sec. 6(c) of Ordinance 18-06**

A member may not be a member of another Town of Fort Myers Beach board or committee unless this prohibition is specifically waived by the Town Council during their appointment.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, January 27, 2023. **The Town received three new applications for BORCAB: David Ennen,**

Jessie Field and Joy Sullivan.

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Butcher, Bruce
2. Cherry, Beth
3. Ennen, David
4. Field, Jesse
5. Simpson, Betty
6. Sullivan, Joy

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spychalski, Administrative Officer
Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 1/31/2023



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☒ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 15 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when? borcab

Why are you seeking appointment to this board or committee?

to continue

Community Involvement:

Past chair of Safety Committee, LPA and Town Council

Interests / Activities:

Golf , fishing, boating, sports cars

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Date

8/10/2022

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard,
Fort Myers Beach, FL 33931 amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☒ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I have been serving on this committee for several years and would love the opportunity to continue in this capacity.

Community Involvement:

On the Board and help run Ft Myers Beach Soccer (non profit)
Have kids that use the pool/bay oaks

Interests / Activities:

Youth sports
Photography

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

8/11/2022

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard,
Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



JUL 29 2022

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☒ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I wish to be involved at a greater level with the growth and development of Bay Oaks Recreational Campus. I am a regular user of the Bay Oaks facilities for exercise in the fitness center, pickle ball both indoors and out, and BOSS trips both as a participant and as a Volunteer. I have been very active with BOSS and am now a regular volunteer on many of these great outings.

Community Involvement:

Other than volunteering with Bay Oaks BOSS program, the extent of my community involvement includes various positions in committee work with our associations. Prior to retiring and moving to FMB, I have a history of community involvement including such things as , Planning and Zoning commissioner, firefighters association treasurer, Fire code Board of appeals and firefighters grievance committee chairman.

Interests / Activities:

Social activity leads my primary interests in life which includes activities such as biking, boating, kayaking, pickle ball, bocce ball, swimming, beach activities and everything FMB has to offer.
I am increasingly involved in FMB city issues and seen any Oaks as one of the Town's gems and desire to be involved in its future.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

23 July 2022

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



JUN 03 2022

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
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- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I first wanted to introduce myself, my name is Jesse Field and my family moved here in November. We fell in love with Fort Myers Beach the second we crossed over the bridge.

Born and raised in California, I thought I would never leave. That all changed 2 years ago when my wife and I had one goal, which was to get our kids into in person learning. After

Community Involvement:

We are both looking at volunteer opportunities. My wife jusy jpoined the Womens Club and we had an opportunity to meet some great people.

Interests / Activities:

Baseball, Golf, Skatboarding, Basketball, Surfing, anything beach.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

05/31/22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

JESSE FIELD

338 Donora Blvd. • Fort Myers Beach, FL 33931 • (310) 800-8417 • field.jesse@gmail.com

SALES & REVENUE MANAGEMENT PROFESSIONAL *Sales/ Sales Management / Revenue Management/Service*

Successful sales and revenue management professional with more than 10 years of in-depth leadership experience. Expertise in sales, building relationships and revenue management. Results-oriented team leader with a proven track record of generating revenue and account management.

AREAS OF EXPERTISE

- B2B Sales Team Management
- Revenue Management
- Account Management
- Team Hiring and Coaching
- Performance Management
- Lead Generation
- Strategic Partnerships
- SAAS – Sales
- Customer Service
- Process Implementation

PROFESSIONAL EXPERIENCE

Regional Vice President, Sales and Service April 2018 – Present **TrueCar – Santa Monica, CA**

- Hire, mentor and manage 16 employees across 9 states and over 30 million in annual revenue
- Launched Trade SAAS, Reach and Sponsored listings products nationwide
- Focused on retention and upsell opportunities which led to 10% increase in dealer count and 15% increase in revenue
- Grew sales revenue from 60k per month to over 200k per month in fiscal year

Director, West Coast Dealer Sales December 2013 – March 2018 **TrueCar – Santa Monica, CA**

- Hired, trained and managed 7 Business Development Executives across 11 states
- Managed the West coast territory, which generates 20 million in annual revenue
- Set target list and goals for each BDE based on coverage, demand and revenue
- Increased revenue year over year by 15%

Area Manager, December 2012 – December 2013 **Edmunds – Santa Monica, CA**

- Manage 85 Dealerships in Los Angeles, generating 1.3 million dollars revenue per year
- Established and maintain relationships leading to 100% increase in monthly revenue and a 99% retention rate
- Top 3 % of all sales reps in the country
- Responsibilities included training new field and customer service reps on all products, retention and dealership interaction

Western Regional Manager, May 2010 - June 2012

Openlane – Mesa, AZ

- Managed 7 states and 500 accounts which generated more than 1.2 million dollars in revenue per year
- Built relationships throughout California and Washington, increasing revenue by 200% in 2010 and 2011
- Responsibilities include the Hiring, training and managing of new field reps

Senior Revenue Manager, June 2008 – April 2010

Leisurelink.com – Pasadena, CA

- Managed over 400 properties that generate 7 million in revenue per year
- Increased revenue in 2009 by 500%
- Sold 20 new properties that have generated over 100,000 in new revenue

Business Development Manager, March 2007 – June 2008

Governmentjobs.com – El Segundo, CA

- Hire, Train and Managed 6 sales agents
- Created compensation plans for new hires
- Responsible for \$250,000 dollars of new revenue annually. Set-up demonstrations for NEOGOV applicant tracking solution, which led to \$50,000 dollars of new revenue for 2008
- Quota is set at \$25,000. The team sold \$26,850 in the month of January 2008

Dealer and Industry Relations Manager, January 2005 – March 2007

Carsdirect.com – El Segundo, CA

- Hire, train and managed 10-12 inside sales reps
- Exceeded quota by 10% every month
- Department generated 6 million in annual revenue. We increased revenue by 225% in first 2 years
- Created and implemented training program for all new employees

Education

1998 – 2000

Santa Monica College

Santa Monica, CA

Recommendations

Simon Smith

Senior Vice President TrueCar

"Jesse is one of the rare individuals who understands the importance of relationship building in the sales process, not only that, he has perfected it. I have worked with Jesse on two projects over the past 6 years, which have both been extremely successful, thanks to Jesse's ability to take the initiative and lead by example. Jesse has on both occasions grown revenue, personally through either his team and or a region in excess of 200% consistently."

Jason Gonzalez

Chief Revenue Officer C-4 Analytics

"I had the pleasure of managing a sales team alongside Jesse for over a year, and can tell you he is an extraordinary motivator and as loyal a team member as I've known. He was always a great resource for collaboration with product development as well as sales strategy, implementation and execution. If you're looking for someone truly committed, that will help your organization realize its goals, I couldn't recommend a better candidate than Jesse Field."

Chad Rutt

Director of Online Marketing, LeisureLink

"Jesse has been a great asset to Leisurelink and has done an outstanding job in substantially increasing the revenue for his territory. With hundreds of clients, Jesses solid relationships and have allowed him to help his clients get the most revenue out of their vacation rental inventory."



AUG 17 2022

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/17/22

Name: Simpson

Betty

D.

Last

First

Middle initial

Telephone Number: 851-4407

Email Address: bdsimpson2@comcast.net

Home Address: 180 Curlew Street, Ft. Myers Beach, FL 33931

Mailing Address same

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? BORCAB and CELCAB

If yes, when is your term expiration? October 2022

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☒ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☒ No ☐

If yes, what board, etc., and since when? Lee Co. Parks & Rec Advisory Comm. 2004

Why are you seeking appointment to this board or committee?

Having served on BORCAB since it was formed, I humbly request your consideration to continue. I bring historical perspective as a resource regarding past & future activities. Our Board works well together, respecting one another's views. We are currently moving forward with the redevelopment plans for our outstanding campus. This is an exciting time for our Board as we continue to receive community input.

Community Involvement:

Currently serve on BORCAB & CELCAB; participate in Town events; serve as a Director for the Estero Island Historical Society; am President of the Friends of the Library; vice-pres & one of the Founders of the Matanzas Pass Preserve & honored to have one of its five paths bearing my name; active member of the FMB Community Foundation; recently retired as an active Realtor on our Island for over fifty years!

Interests / Activities:

Aviation--Commercial Pilot with CFII license;
Sports-- yoga, golf, beach walking;
Enjoy travel, theatre, puzzles and my Children, Grand Children.
As an active permanent full time resident of our Island for over fifty seven years, I have a vested interest in FMB with a strong desire to help maintain & improve our environmental issues.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

8/17/2022

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach **Advisory Boards and Committees Application**

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:

Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☒ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I would like to help shape the future of FMB. I have been an owner for almost 20 years and a full time resident for almost 3. I have loved many landmarks on the island such as Newton Park, Bowditch and Bay Oaks, enjoyed the restaurants, and kayaked and boated the bay. I miss it all as many do. With an eye toward rebirth and keeping what many want to call our island charm. I think I can represent the community on this committee.

Community Involvement:

I am a member of the Women's Club and FMB Community Foundation. I am currently responsible for mailing our FMB Foundation cookbooks. I was also a volunteer at the Library Shop. Participated in several beach clean ups.

Interests / Activities:

I love Pickleball, boating, kayaking and, of course, walking the beach.

Former Senior VP at JPMorgan Chase. See work experience in Linked In.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☐

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Joy Sullivan Digitally signed by Joy Sullivan
Date: 2023.01.25 11:49:10 -05'00'

Date

01/25/23

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

From: [Amy Baker](#)
To: [Joy Sullivan](#)
Cc: [Eva Spychalski](#)
Subject: RE: Advisory Board Appication
Date: Thursday, January 26, 2023 11:29:05 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Thank you getting back with us Joy. With your approval we will change your application to reflect BORCAB instead of CRAB.



Amy Baker

Town Clerk
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL. 33931
Cell: (239) 284-0014



Think Green. Please print this e-mail only if necessary.

Please Note: Florida has very broad public records laws. Most written communications to and from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Joy Sullivan <joys4320@gmail.com>
Sent: Wednesday, January 25, 2023 1:37 PM
To: Amy Baker <Amy@fmbgov.com>
Subject: Re: Advisory Board Appication

Amy. Thanks for the heads up!! Yes, interested in the Bay Oaks Committee. BORCAB. Joy

On Wed, Jan 25, 2023 at 12:08 PM Amy Baker <Amy@fmbgov.com> wrote:

Thank you Joy,

At this time the CRAB committee no longer meets. Is there possibly another committee that you are interested in? Perhaps BORCAB, CELCAB or Public Safety?



Amy Baker

Town Clerk

Town of Fort Myers Beach

[2525 Estero Boulevard](#)

[Fort Myers Beach, FL. 33931](#)

Cell: (239) 284-0014



Think Green. Please print this e-mail only if necessary.

Please Note: Florida has very broad public records laws. Most written communications to and from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Joy Sullivan <joys4320@gmail.com>
Sent: Wednesday, January 25, 2023 11:56 AM
To: Amy Baker <Amy@fmbgov.com>
Subject: Advisory Board Appication

Dear Amy, Thank you in advance for your consideration. Joy

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

1. **Requested Motion:**

Meeting Date: February 6, 2023

Appoint Members to the FY2022-2023 Cultural and Environmental Learning Center Advisory Board (CELCAB)

Why the action is necessary:

Four seats on the Cultural and Environmental Learning Center Advisory Board (CELCAB) expired September 30, 2022, leaving four vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

ADVISORY COMMITTEES ITEMS
/ REPORTS / APPOINTMENTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The broad objectives of the Cultural and Environmental Learning Center Advisory Board (CELCAB) are to ensure and promote the mission of the Mound House and Newton Beach Park to be accomplished through stewardship, advocacy and oversight according to best practices of museums and the requirement as stated in the Florida Communities Trust Agreements for each property. The CELCAB shall advise the Town Council on these matters or any other topics as assigned by the Town Council.

There are currently seven members on the Cultural and Environmental Learning Center Advisory Board, four of whom have terms which expired September 30, 2022 (Hill, Simpson, Smith and Spuhler), leaving four vacancies. **Three members: Barbara Hill, Betty Simpson * and Cherie Smith have submitted applications for reappointment. Ceel Spuhler didn't reapply.**

*** Per Sec. 6(c) of Ordinance 18-06**

A member may not be a member of another Town of Fort Myers Beach board or committee unless this prohibition is specifically waived by the Town Council during their appointment.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, January 27, 2023. **The Town received two new applications for CELCAB: Kerrie Henderson * * and Alison Bartlett-O'Donald.**

**** Per Sec. 2 of Ordinance 18-06:**

Qualifications and Appointment of members

In addition to qualifications, which may be specified for membership by state statute, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due to the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Henderson, Kerrie
2. Hill, Barbara
3. Bartlett-O'Donald, Alison
4. Simpson, Betty
5. Smith, Cheryl

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spsychalski, Administrative Officer
Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 1/31/2023



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☒ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☐ No ☒

Are you a resident within the Town's jurisdiction? Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction? Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

We use the Mound House and Newton Park all the time. I feel because of that I need to help the town support it. I am familiar with grants and how to handle them plus after this terrible storm, I want to be involved.

Community Involvement:

I have my own advertising firm now for 30 plus years and very interested in taking care of our parks on the island. I can help with fund raising too worked with several organizations and raised over 65,000 last year for a human society.

Interests / Activities:

Love to be outside and planting beautiful flowers and helping clean up areas. I enjoy being involved in events to help better our island. I also enjoy working with people and making sure we get the news coverage we deserve when we accomplish new ideas.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed *Kerrie Henderson*

Date

1/10/2023

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach

AUG 31 2022

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
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- ☐ Community Resource Advisory Board
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- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To continue to provide assistance to advance the mission of CELCAB, and to oversee strategic plan implementation for the Town's two historic sites, Mound House and Newton Park.

Community Involvement:

CELCAB and Bay Oaks advisory boards
Friends of Mound House

Interests / Activities:

Community pool aerobics
Fine Art Consultant
Biking, boating
Swimming in the gulf
Gardening

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

08/13/2022

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard,
Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

O' DONALD LAW OFFICES

1859 NORTHAMPTON STREET
HOLYOKE, MASSACHUSETTS 01040
TELEPHONE 413-533-7400
FACSIMILE 413-533-7577

A.J. O'DONALD, III

ALISON M. BARTLETT-O'DONALD*
* ALSO LICENSED IN CONNECTICUT AND NEW YORK

January 25, 2023

Amy@fmbgov.com

Amy Baker, Town Clerk
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

RE: Cultural and Environmental Learning Center Advisory Board (CELCAB)

Dear Ms. Baker:

Please accept this letter with the enclosed application and resume for consideration for appointment to the Cultural and Environmental Learning Center Advisory Board.

As a homeowner on the island for almost two decades, my family has had the privilege of enjoying all that the beach has to offer, including so much more than just the surf and sand itself. Though I am not a full-time resident, we frequently are on island, and after the devastation of Hurricane Ian, we are committed to being more involved and a part of the rebuild of our paradise community. Our home is close to Newton Beach Park, and we have enjoyed the facilities there over the years, as well as the historical significance of it and the Mound House. I'd like to participate in its rebuild and to ensure that spaces similar to Newton Beach Park, and others with such historical significance, are preserved for generations to come. My participation as a Board Member for non-profit organizations and in community groups has afforded me much experience with countless fundraising and grant efforts, as well as working with local, state and federal legislators. I believe this experience would be invaluable to ensuring that the Mound House and Newton Beach Park are sustainable and continue into the future.

I am happy to provide more information and details of my experience or answer any questions. Please do not hesitate to contact me. Thank you for your attention and consideration for appointment to the Cultural and Environmental Learning Center Advisory Board.

Very truly yours,



Alison M. Bartlett-O'Donald

Enclosures



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 01/25/23

Name: Bartlett- O'Donald Alison M
Last First Middle initial

Telephone Number: 563-3948 (413)

Email Address: odonaldgulfview@yahoo.com

Home Address: 117 Gulfview Ave, Fort Myers Beach, FL 33931

Mailing Address 95 Mulcahy Drive, West Springfield, MA 01089

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
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☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☒ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine and Environmental Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☐ No ☒

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

As a homeowner on the beach for almost 2 decades, and living through the destruction that Hurricane Ian's wrath caused, I want to be much more involved in our island community as we rebuild. Though I am not a full-time or snowbird resident yet, our family spends much time on the island, and it has always been "home."

Community Involvement:

I am President of the Board of the Children's Museum in Holyoke, on the Board of the Forest Park Zoological Society, and the Junior League of Greater Springfield, as well as many other non-profit and community groups. I am most proud of my involvement with the Museum and the Zoo, as both were virtually bankrupt and in jeopardy of closure when I first joined. They now are financially stable and flourishing spots in our MA community.

Interests / Activities:

I am profoundly dedicated to watching my kids in their sports endeavors at the prep school and now college level. I am an avid skier, runner, and cyclist and enjoy the outdoors, as well as volunteering in my community and doing my part to protect and preserve the environment.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

01/25/23

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

ALISON M. BARTLETT-O'DONALD, Esq.

1859 Northampton Street
Holyoke, MA 01040
(413) 533-7400

Legal Experience

O'DONALD LAW OFFICES

Holyoke, MA

Attorney

October 2000- present

- Establish estate plans for individuals and families to preserve and protect assets;
- Assist in Medicaid planning and asset protection, long-term care strategies;
- Serve as fiduciary in the capacity of legal guardian and conservator for elders and incompetent individuals;
- Representation of individuals in all aspects of civil litigation with a focus on probate and elder law, mental health litigation, health benefits law, employment discrimination, and workers' compensation;
- Assist in the case management and trial preparation of criminal and civil matters.
- Advocate for individuals and municipalities before state and federal courts and administrative agencies; and
- Manage legal office.

WESTMASS ELDER CARE

Holyoke, MA

Ombudsman

July 2001- July 2002

- Received and investigated concerns and complaints of residents of nursing facilities;
- Advocated on behalf of nursing home residents to ensure quality of life and care;
- Mediated issues between residents, management and staff in nursing homes; and
- Provided information and referrals of long-term care and community resources for residents and families.

SULLIVAN & HAYES

Springfield, MA

Attorney

September 1998- October 2000

- Represented employers and management on employment and labor matters before federal and state courts and administrative agencies.
- Conducted seminars on employment laws and regulations, including Wage & Hour, EEOC, Sexual Harassment, ADA, ERISA.
- Formulated employment policies and workplace procedures.
- Assisted employers with union organizing and representation proceedings, negotiation and administration of contracts.

U.S. REPRESENTATIVE RICHARD E. NEAL

Washington, D.C.

Legislative Assistant

March 1996- September 1998

- Advised and formulated policies and proposed legislation in the areas of Labor, Education, Immigration and Communication.
- Communicated with federal and state agencies regarding congressional policy
- Acted as liaison to local and state agencies, communities and public interest groups.
- Drafted position statements, speeches and testimony.

TRIAL COURT, COMM. OF MASSACHUSETTS

Worcester, MA

Law Clerk to the Honorable Dennis J. Brennan

May 1995- August 1995

- Conduct legal research and draft memoranda and decisions
- Communicate with adversarial parties regarding the disposition of cases
- Assist in the scheduling and updating of criminal and civil cases
- Act as liaison with Legal Assistance Corporation on domestic abuse issues

ALISON M. BARTLETT-O'DONALD

1859 Northampton Street
Holyoke, MA 01040
(413)533-7400

SIMONELLI & ASSOCIATES

Legal Assistant/ Bookkeeper

Southbridge, MA

May 1994- January 1995

- Performed legal research and drafting of legal documents
- Corresponded with legal and judicial agencies
- Completed client intakes and assessments
- Allocated and maintained office accounts receivable and payable
- Provided legal and administrative office support

Education

WESTERN NEW ENGLAND COLLEGE SCHOOL OF LAW

L.L.M., Spring 2011- Estate Planning and Elder Law

Juris Doctor, 1997

Springfield, MA

Activities: Executive Secretary, Student Bar Association
Phi Alpha Delta Law Fraternity; International Law Association;
ABA - Central and Eastern European Law Initiative.

UNIVERSITÉ DE NICE, ÉCOLE DE DROITS ET LETTRES

Summer 1995

Nice, France

Courses: Comparative Constitutional Law, instructed by Supreme
Court Justice Scalia; International Environmental Law;

STONEHILL COLLEGE

Bachelor of Arts, May 1994

North Easton, MA

Major: Political Science Minor: French

Honors: Dean's List; Stonehill College Scholarship;
U.S.J.B. Educational Foundation Award

Activities: Student Government Association; Varsity Tennis;
French Teacher/ Lecturer; R.F.K. Society.

FOREIGN STUDY

France

Collège International de Cannes

1993

Sorbonne, Université de Paris

1993

American University of Paris

1993

Activities: Yearbook Editor; Volunteer Worker with Sans-Abri (Homeless)

Community

CHILDREN'S MUSEUM AT HOLYOKE

Holyoke, MA

Board of Directors, Executive Board

2006- present

President

2022-present

FOREST PARK ZOOLOGICAL SOCIETY

Springfield, MA

Board of Directors, Member

2015- present

JUNIOR LEAGUE OF GREATER SPRINGFIELD

Greater Springfield, MA

Executive Secretary

2014- 2015

Member, Membership and Community Service Committees

2012- present

Chair, Scholarship Committee

2018- 2019

TEAM HOLE IN THE WALL	Ashford, CT
CAMPbassador	2014- present
Volunteer and Fundraiser for Hole in the Wall Gang Camps	2010- present
ST. PATRICK'S COMMITTEE OF HOLYOKE	Holyoke, MA
Member	1999- present
ALLIE'S FIVE O'CLOCK FUND	Holyoke, MA
Executive Board Member	2012- present
FORT MYERS BEACH WOMENS CLUB	Fort Myers Beach, FL
Member	2022-present
KEEP LEE COUNTY BEAUTIFUL	Fort Myers, FL
Member/ Sponsor	2020- present
GULF COAST RUNNERS	Naples, FL
Member	2011- present
BUY HOLYOKE NOW	Holyoke, MA
Steering Committee Member	2012- 2015
TOWN OF SOUTH HADLEY, PERSONNEL BOARD	South Hadley, MA
Vice Chairperson	2003-2015
HOSPICE OF FISHER HOME, ETHICS COMMITTEE	Amherst, MA
Member	2010- 2014
SOUTH HADLEY LIONS CLUB	South Hadley, MA
Advisor to Leo Club	2003- 2005
Bar Admissions	
Massachusetts	1997
New York	1999
Connecticut	2000
U.S. District Court, MA & CT	1998



Town of Fort Myers Beach

AUG 17 2022

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/17/22

Name: Simpson Betty D.
Last First Middle initial

Telephone Number: 851-4407

Email Address: bdsimpson2@comcast.net

Home Address: 180 Curlew Street, Ft. Myers Beach, FL 33931

Mailing Address same

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? CELCAB & BORCAB

If yes, when is your term expiration? October 2022

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☒ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☒ No ☐

If yes, what board, etc., and since when? Lee County Parks & Rec Advisory Comm. 2004

Why are you seeking appointment to this board or committee?

I would like to continue serving on CELCAB & humbly request your consideration. I feel my long history and continual participation, since my original appointment, enables me to be a beneficial member. We have an outstanding, diverse Board that works well as a team. Under Alison's outstanding guidance, we are watching both Mound House and Newton property grow into the Island Gems they are meant to be.

Community Involvement:

I currently serve on CELCAB & BORCAB; participate in Town events; serve as a Director for the Estero Island Historical Society; am President of the Friends of the Library and vice-pres & one of the Founders of the Matanzas Pass Preserve & honored to have one of its five paths bearing my name; active member of the FMB Community Foundation; have recently retired as an active Realtor on our Island for over fifty years!

Interests / Activities:

Aviation--Commercial Pilot with CFII license.
Sports--yoga, golf, beach walking;
Enjoy travel, theatre, Friends of Mound House, puzzles, my Children & Grand children.
As an active permanent full time resident of our Island for over fifty seven years, I have a strong, vested interest in FMB with a desire to help maintain & improve our environmental issues. We truly live in paradise!

You may attach a resume in addition to the above information.

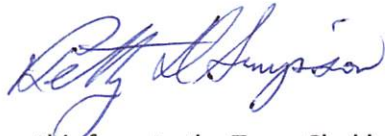
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

8/17/2022

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: Aug. 16, 2022

Name: SMITH CHERYL L.
Last First Middle initial

Telephone Number: 239-233-1252

Email Address: RETIREEE@gmail.com

Home Address: 180 EGRET STREET

Mailing Address " " "

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? CELCAB

If yes, when is your term expiration? 2022

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☒ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 15 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

The Mound House has always been dear to me. My Love of Archaeology + promoting the Cultural + education Aspect of M.H. Also enjoy being a Docent.

Community Involvement:

CELCAB BOARD, Friends of the M.H. former head of the Civic Association + a Charter Member of the Incorporation Committee (1995)

Interests / Activities:

TRAVELING, READING, Archaeology, dogs, ALL Sports Diving, snorkeling, Tennis, Spectator Sports FAN - NFL - Go Packers!

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Cheryl J Smith

Date

8/15/22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Requested Motion:**

Meeting Date: February 6, 2023

Appoint Members to the FY2022-2023 Marine and Environmental Resources Task Force (MERTF)

Why the action is necessary:

Four seats on the Marine and Environmental Resources Advisory Board expired September 30, 2022, leaving four vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

ADVISORY COMMITTEES ITEMS
/ REPORTS / APPOINTMENTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per Sec. 2 of Ordinance 18-06:

Qualifications and Appointment of members

In addition to qualification, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude which in office or has unpaid fines or liens due to the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

The broad objectives of Marine and Environmental Resources Task Force (MERTF) are to further the welfare of the citizens of the Town by helping to promote a better, more healthful, safe and attractive community environment and to ensure that the unique and natural characteristics of our marine resources are preserved; or any other topics as assigned by the Town Council.

There are currently seven members on MERTF, four of whom have terms which expired September 30, 2022 (Howell, Johnson, Larkin and Rusk), leaving four vacancies.

Four members: Robert Howell, Steve Johnson, Rose Larkin and Jennifer Rusk have submitted applications for reappointment.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, January 27, 2023. **There are no new applicants for MERTF.**

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Howell, Robert
2. Johnson, Steve
3. Larkin, Rose
4. Rusk, Jennifer

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spsychalski, Administrative Officer
Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 1/31/2023



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 9-14-22

Name: Howell Robert M
Last First Middle initial

Telephone Number: 330-347-5725

Email Address: Rob.howell14@yahoo.com

Home Address: 28094 Chingulpin Dr Punta Gorda FL 33955

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? MRTF

If yes, when is your term expiration? October

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☐ No ☒

Town of Fort Myers Beach

SEP 14 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☐ No ☒

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

With my background & experience and working on Island I feel I am a good asset to the force.

Community Involvement:

Community Volunteer, M&F, M&F Volunteer, Turtle Time - C.R.D.V.
F&C Marine Rescue Unit

Interests / Activities:

anything and all wildlife, crafts, painting, education

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

9-14-22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes ☐ No ☐

DATE:



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/29/22

Name: Johnson Steve A
Last First Middle initial

Telephone Number: (630) 880-1023

Email Address: sajohnson311@gmail.com

Home Address: 311 Seminole Way

Mailing Address Same

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)? Marine & Environmental Resource Task Force

If yes, when is your term expiration? October 2022

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

SEP 14 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☒ No ☐

If yes, what board, etc., and since when? FMB Mosquito Control District - 04/2022

Why are you seeking appointment to this board or committee?

Seeking reappointment.

Community Involvement:

Interests / Activities:

You may attach a resume in addition to the above information.

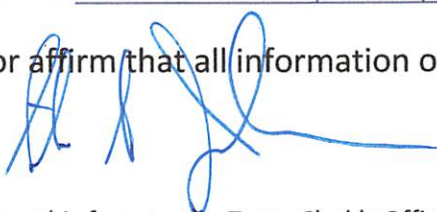
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☐

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

08/29/22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/29/2022

Name: Larkin Rose A
Last First Middle initial

Telephone Number: (239) 284-7453

Email Address: roselarkin@comcast.net

Home Address: 587 Carlos Circle, Fort Myers Beach, FL 33931

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? Marine and Environmental Resources Task Force

If yes, when is your term expiration? October 2022

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 29 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I would like to be reappointed to this committee so that I might continue striving to educate residents and visitors on better environmental practices. As a MERTF member I had organized a cooperative effort with the Master Gardener Volunteers of Lee County to identify invasive plants on the island. I have also participated in dozens of MERTF Pop-Up events as well as being actively engaged in the monthly meetings in town hall.

Community Involvement:

I am still an active Master Gardener Volunteer through participation in gardening events, webinars and an annual conference. I also am a member of the Estero Island Garden Club. This organization has given me the opportunity to help plant the native garden in front of The Whale and add to the Fort Myers Beach Elem. school butterfly garden, assist with the Reasoner Garden at Bay Oaks Rec. Center and Times Square planters.

Interests / Activities:

Traveling, snorkeling and scuba diving, walking the beach, playing piano and maintaining a butterfly habitat.

Due to my interest in the health of the environment, I took a Coastal Systems Florida Master Naturalist course last year in Lee County (held at Ostego Bay) and then I took a second Coastal Systems course this year at Mote Marine Laboratory in Sarasota.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Rose Larkin

Date

8/29/2022

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 9/18/2022

Name: Rusk Jennifer
Last First Middle initial

Telephone Number: 757-450-5451

Email Address: JRUSK@FMB@Gmail.com

Home Address: 193 MICHIGAN ST FMB FL 33931

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? MERTF

If yes, when is your term expiration? Oct 2022

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To continue my service for the community.

Community Involvement:

Crow. The International Osprey foundation, Turtle Turtles, Kiwanis club, The women club, FMB Community Foundation

Interests / Activities:

walking the beach, scuba diving, crafts, travel with my Pops, Bike riding
MERTF Pop-up

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Janet Reese

Date

8/18/2022

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Requested Motion:**

Meeting Date: February 6, 2023

Appoint Members to the FY2022-2023 Public Safety Committee (PSC)

Why the action is necessary:

Three seats on the Public Safety Committee (PSC) expired September 30, 2022, leaving three vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

ADVISORY COMMITTEES ITEMS
/ REPORTS / APPOINTMENTS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The Public Safety Committee (PSC) shall address any safety and transportation issues specifically assigned to the committee by the Town Council for the purpose of the health, safety and welfare of the citizens and visitors to the Town of Fort Myers Beach. The committee shall review, discuss and evaluate the most significant safety and transportation issues within the Town. The PSC shall advise the Town Council on these matters or any other topics as assigned by the Town Council.

There are currently seven members on the Public Safety Committee, three of whom have terms which expired September 30, 2022 (Bahan, Jungwirth and Thomas), leaving three vacancies.

Two members: Heidi Jungwirth and Dawn Thomas have submitted applications for reappointment.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Friday, January 27, 2023. **The Town received two new applications for the PSC: Keran Farrel * and Chris Robertson.**

*** Per Sec. 2 of Ordinance 18-06:**

Qualifications and Appointment of members

In addition to qualifications, which may be specified for membership by state statutes, charter, ordinance or resolution, a person appointed to an Agency, Board, Committee or Commission shall give preference to a registered voter within the Town's jurisdiction or a property owner within the Town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. In the event that any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude while in office or has unpaid fines or liens due to the Town of Fort Myers Beach, the Town Council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Farrell, Keran
2. Jungwirth, Heidi
3. Robertson, Chris
4. Thomas, Dawn C

Financial Impact:

None

6. Alternative Action

Do not appoint/reappoint members and advertise for the vacancies

7. Management Recommendations:

Appoint /reappoint members to the committee

8. Recommended Approval:

Eva Spychalski, Administrative Officer
Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 1/31/2023



Town of Fort Myers Beach **Advisory Boards and Committees Application**

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine and Environmental Resources Task Force Nuisance
- ☐ Abatement Board
- ☒ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☐ No ☒

Are you a resident within the Town's jurisdiction? Yes ☐ No ☒
Are you an owner of real property within the Town's jurisdiction? Yes ☐ No ☒
Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

While FMB works to rebuild after Ian, the economy continues on. And the driver for this Town's economy is tourism. Creating and maintaining safe ways to get around this island is still important as ever to hopefully once again realize the beauty of this destination not only for our residents, but also our visitors. I want to be a contributing member to this committee and the Town at large.

Community Involvement:

Currently I serve as Treasurer for the FMB Friends of the Arts. I also serve periodically as an Ambassador for the Chamber of Commerce. You may see me volunteering at various community events throughout the year: Shrimp Fest, Taste of the Beach, Friends of the Arts concerts, etc. With any luck, these wonderful events will return sooner than later!

Interests / Activities:

I also work consistently weekends as a Motorcycle Safety Instructor for the Motorcycle Safety Foundation. Our range is located at the Naples/Bonita Springs dog track, so I believe my background as an instructor may give me some insight into safety on the road.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ☐ No ☒
If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Date

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8/16/22

Name: Jungwirth Heidi A
Last First Middle initial

Telephone Number: 715 617 0696

Email Address: jpsfmb@gmail.com

Home Address: 11301 Bayside Blvd Fort Myers Beach FL

Mailing Address 3393

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? PSC

If yes, when is your term expiration? Oct 2022

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☒ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☐ No ☒

Town of Fort Myers Beach

AUG 16 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☐ No ☒

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To continue to be involved in our Island Community

Community Involvement:

Interests / Activities:

You may attach a resume in addition to the above information.

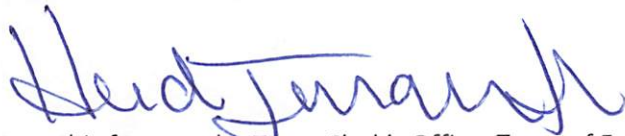
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☐

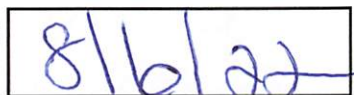
If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date



Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine and Environmental Resources Task Force Nuisance
- ☐ Abatement Board
- ☒ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I have over 20 years of business acumen as a Store Manager and District Manager. I would be excited to add input and energy into the city. We moved here full time just under 2 years ago and would love to support the city and it's rebuild.

Community Involvement:

When I was in the working world, I was very involed with community projects with local youth groups (Boys & Girls Club), sports related groups and feeding the homeless.

Interests / Activities:

Huge sports fan, fishing and working out. We feel inspired to help out since we were Hurricane Ian survivors.

You may attach a resume in addition to the above information.

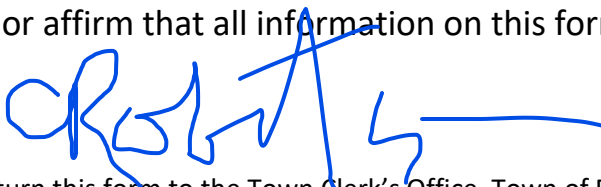
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

01/27/23

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8/16/2022

Name: Thomas Dawn C
Last First Middle initial

Telephone Number: 608-577-7507

Email Address: dawn@2sunsmkt.com

Home Address: 263 Palermo Cir FMB, 33931

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? Safety, Nuisance Abatement

If yes, when is your term expiration? Oct. 2022

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine Resources Task Force
- ☐ Nuisance Abatement Board
- ☒ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 16 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To continue to be involved with our Island

Community Involvement:

Womans Club
Community foundation
safety committee

Interests / Activities:

Sports, Cooking, Travel

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Dan C. Thomas

Date

8/16/2022

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Requested Motion:**

Town Council January 9, 2023

Meeting Date: February 6, 2023

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

APPROVAL OF MINUTES

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. Draft 1.9.23 TC minutes

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk

Created/Initiated - 1/30/2023



Fort Myers Beach Town Council

Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931

Minutes

Monday, January 9, 2023

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Allers, Vice Mayor Atterholt, Council Member King, Council Member Veach and Council Member Woodson.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Mayor Allers stated that F under the Administrative Agenda was pulled.

Council Member Atterholt moved to approve the final agenda; second by Council Member Woodson.

Motion carried unanimously.

V. PUBLIC COMMENT

Samir Malviya, Vice President for procurement of Homebound, described his organization. He stated they were developing plans for homes and that he would be available for questions after the meeting.

Cynthia Shanosky, resident, commented that she would rebuild and questioned whether the town could create a building co-op to help control the costs.

Allen Shanosky, resident, brought up the old vibe of the beach. He proposed that the LPA (Local Planning Agency) form a sub-committee to address the appearance of homes. He suggested utilizing metal roofs and prohibiting flat roofs on residential structures. He urged the Council to begin steps to help control

construction costs.

Charles Eck, resident and representative of the Estero Bay Improvement Association complemented the Council for getting information out. He stated that the town's stormwater system was contaminated with sand and he was concerned about the outflows. He noted that Bay Beach was not compromised and was 60% occupied.

Tauheedah Mateen, U.S. Small Business Administration, stated the deadline to register with FEMA (Federal Emergency Management Agency) was in three days and urged people to submit their applications as soon as possible at a disaster or business recovery center at the Beach Baptist church. She noted that appointments were not necessary. She encouraged business owners who were denied reconsideration to visit a disaster and recovery center representative to review their applications.

Sharon Faircloth, owner of Holiday Water Sports, requested that the town issue licenses for personal watercraft, parasailing and beach chairs. She indicated she would be ready to open in the next couple of months. She requested that the town issue the licenses based on the site plan submitted in September with an affidavit to provide an updated site plan after they opened. She asked that fees be prorated, so they did not have to pay for the entire year.

Madeline Boyd, resident and owner of the Beach Bar, commented on the sand piles and debris on the sidewalks. She noted the sand at the I Street beach access was less expensive and darker than what she was required to use at the Beach Bar. She felt that everyone should have to use the same quality of sand. She mentioned the lack of a post office, street lights and access to the internet. Tim Shadle, resident, suggested adding a parking garage on and off the island, widening the Matanzas Pass Bridge, consider different traffic patterns by making North and South 5th Streets one way and making Crescent Street one way up to South 5th and two lanes from there on. He suggested creating an architectural review board similar to Ocean Grove, NJ. He felt it was logical that lower levels of elevated homes remain open to allow a view of the gulf. He disagreed with the setbacks on larger lots.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Vice Mayor Atterholt thanked the 300 people who participated in the beach cleanup. He noted more cleanups were being planned and thanked everyone for picking up trash on the beach.

Council Member Veach thanked the people who were cleaning up the mangroves on San Carlos island and thanked businesses who were working to bring recovery back to the island.

Council Member Woodson thanked the community for sending cards and letters.

Council Member King agreed with previous recognitions.

Mayor Allers thanked the town managers and staff and noted they were moving in the right direction.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

No items.

VIII. APPROVAL OF MINUTES

- A. Town Council - September 22, 2022
Council Member King moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.
- B. Emergency Town Council - September 26, 2022
Council Member King moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.
- C. Town Council - November 14, 2022
Council Member King moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.
- D. Management & Planning Session - November 17, 2022
Council Member King moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.
- E. Joint Session Town Council & LPA - November 17, 2022
Council Member King moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.
- F. Town Council - November 21, 2022
Council Member King moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.
- G. Town Council - December 5, 2022
Council Member King moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.
- H. Management & Planning Session - December 12, 2022
Council Member King moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.

IX. PRESENTATIONFlorida Power & Light: Estero Boulevard Street Lighting

Charlotte Miller introduced Eric Culling, FP&L LED Senior Representative. Mr. Culling distributed a presentation regarding lighting on Estero Blvd., side streets and new construction opportunities along Old San Carlos Blvd. Four requests from Town Council included Estero Blvd. conversion of sodium fixtures prior to Hurricane Ian, amber LED lighting on Estero Blvd., a review to change side streets to amber fixtures and a project to install new FP&L full maintenance lighting on Old San Carlos Blvd.

He noted there were 131 FP&L full maintenance high-pressure sodium fixtures on Estero Blvd. and converting the lights to LED amber-approved fixtures would require no up-front costs to the town. The monthly cost would be \$5,450.00 for the amber lights. He stated the amber lights included in the tariff program should be approved around March 1, 2023, and the project completed by June 1, 2023. Mr. Culling noted that 78 new distribution poles would be needed to support the luminaires to meet the recommended 380 fixtures to achieve the lighting levels established by a lighting study and Town Council. The estimated cost for the inline distribution poles would be \$20,000.00 and the budget figure would be approximately \$1.56 million. The monthly costs for fixture rental, maintenance, and energy for 380 new amber LED fixtures were estimated to be \$16,000.00 per month.

Vice Mayor Atterholt questioned why the town had to pay the entire cost of the replacement and thought that the amber lights were of no cost to the town under the tariff. Ms. Miller noted the storm recovery fee had to be approved by the Public Service Commission. She indicated that the cost Mr. Culling referred to was separate from storm recovery, but discussions were being held regarding picking up costs. Mayor Allers remarked that the point of the presentation was to get the Council up to speed regarding the project's total cost.

Mr. Culling clarified that FP&L did not have existing lighting from the end of the Lani Kai property back to Times Square because that section was town-owned. He explained how a \$20,000.00 credit would be applied to the fixture removal costs. He discussed monthly billing estimate options under the tariff. He noted Council would have to determine whether the town wanted to increase lighting levels on the side streets by using a larger amber fixture or an equivalent amber fixture.

He addressed details of installing amber lighting on Old San Carlos Blvd. and noted that upfront costs to the town would be \$50,000.00 with a monthly billing estimate of \$1,550.00. Mr. Culling clarified that the total upfront cost of a full amber solution would be approximately \$1.8 million to cover the entire length of Estero Blvd. The monthly bill for the town would be \$28,000.00, which did not include assistance from any entity.

Mr. Culling stated that the town would have to make a decision regarding the conversion and installation along Estero Blvd. by February 15, 2023. Mayor Allers received support to add the topic to the M&P on January 12, 2023.

Ms. Miller and Mr. Culling will attend the meeting.

X. CONSENT AGENDA

Vice Mayor Atterholt moved to approve the Consent Agenda; second by Council Member Veach.

Motion passed unanimously.

A. Resolution 23-03; H2 Solutions, LLC

Resolution 23-03 approving nun pro tunc the Professional Services Agreement between the Town and H2 Solutions, LLC for Interim Town Manager services.

Vice Mayor Atterholt moved to approve the resolution; second by Council Member Veach. Motion carried unanimously.

B. Resolution 23-02; Extending Local State of Emergency

Approve Resolution Extending the Town Declaration of State of Local Emergency

Vice Mayor Atterholt moved to approve the resolution; second by Council Member Veach.

Motion carried unanimously.

C. Submerged Lands Lease

Approve Resolution 23-05 and Authorize the Mayor to execute the Submerged Land Lease renewal with the Department of Environmental Protection for the Mooring Field and Dinghy Dock and all associated documents.

Vice Mayor Atterholt moved to approve the resolution; second by Council Member Veach.

Motion carried unanimously.

D. SRF Loan Agreement DW360800 Amendment 4 - Payment Suspension

Authorize the Town Manager to execute Amendment 4 to SRF Loan Agreement DW360800 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$307,841.90 until November 15, 2024 while the Town focuses on hurricane restoration efforts.

Vice Mayor Atterholt moved to approve authorization; second by Council Member Veach.

Motion carried unanimously.

E. SRF Loan Agreement Amendment 5 - SW360830 - Payment suspension

Authorize the Town Manager to execute Amendment 5 to SRF Loan Agreement SW360830 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$109,091.77 until October 15, 2024 while the Town focuses on Hurricane restoration efforts.

Vice Mayor Atterholt moved to approve authorization; second by Council Member Veach.

Motion carried unanimously.

XI. PUBLIC HEARINGS

A. Ordinance 23-01; Signs

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 30 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH ENTITLED "SIGNS" TO PROVIDE FOR CONTENT NEUTRAL SIGN REGULATIONS AND TO ALLOW CERTAIN PORTABLE SIGNS, PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on January 23, 2023 at 9:00 AM

Town Attorney Herin, Jr. read the title of the ordinance.

Jason Green from Community Development reviewed the changes. Town Attorney Herin, Jr. added that the changes were made as required by the U.S. Supreme Court.

No public comment.

Council Member King moved to schedule the ordinance for a second reading on January 23, 2023, at 9:00 a.m.; second by Council Member Woodson.

Motion carried unanimously by roll call vote.

XII. ADMINISTRATIVE AGENDA

A. FY23-24 Legislative Appropriation Request

Authorize Town Manager to submit the FY23-24 Legislative Appropriation Request

Interim Town Manager Wilkins described the four requests, which included a town revenue replacement as high as \$10 million. Accounting Manager Cheri Russ stated that ad valorem taxes were down 50% compared to last year and the town would not receive an anticipated 14% increase in property taxes. She indicated that the public service tax, which comprised of a 10% tax on every electric bill, could rebound in the future.

Interim Town Manager Wilkins noted the second request was for beach renourishment, the third to replace the Town Hall, and the fourth for street lighting at \$1.5 to \$2 million. He commented that he was working with the legislative delegation and the lobbyist.

Council Member Veach moved to authorize the interim Town Manager to submit the request; second by Council Member King.

Motion carried unanimously.

B. Lee County TDC FY24 Grant Request

Approve Lee County Tourist Development Council grant request for Fiscal Year 2024.

Director of Culture, Parks & Recreation Alison Giesen stated the grant request was \$1,894,513.00, which was an increase of approximately \$500,000.00 from last year. She noted that shade structures, temporary restrooms and a beach shower were replacement items for Newton Beach Park. She added that Times Square and Bayside Park did not qualify for TDC funds. She revealed that placing 10 portable restrooms at Palm Ave. and Newton Beach Park would cost approximately \$8,426.00 for 28 days.

Council Member King moved to approve; second by Vice Mayor Atterholt.

Motion carried unanimously.

- C. Resolution 23-08; TFMB & FMBFCD License Agreement
Adopt Resolution 23-08 approving a License Agreement with the Fort Myers Beach Fire Control District for the use of the property located at 2545 Estero Boulevard as a temporary Town Hall location.
Council Member Woodson moved to approve; second by Council Member Veach.
Motion carried unanimously.
- D. Authorize Town Manager to refund \$3,000 payments made by Laguna Shores residents for the proposed Laguna Channel Dredging Project. benefiting properties cost share.
Town Council authorization for the Town Manager to refund \$3,000 payments made by Laguna Shores residents for the proposed Laguna Channel Dredging Project.
Vice Mayor Atterholt moved to authorize the refunds; second by Council Member Veach.
Motion carried unanimously.
- E. Authorize and direct the Town Manager to participate in the Lee County Vulnerability Analysis Project "Waterway Infrastructure Risk & Resiliency - CDBG-MIT"
Authorize and direct the Town Manager and Town staff to participate in the Lee County Vulnerability Analysis Project "Waterway Infrastructure Risk & Resiliency - CDBG-MIT"
The recording started with Mayor Allers thanking Environmental Projects Manager Chadd Chustz.
Council Member Veach moved to authorize; second by Council Member Woodson.
Motion carried unanimously.
- F. ITB-23-05-AD; Emergency Preparations for Temporary Relocation
Authorization to award the Emergency Preparations for Temporary Relocations to FMB Builders, Inc. as the low, responsive and responsible bidder in response to ITB-23-05-AD, in an amount not to exceed \$985,860.00. Authorize the Town Manager to negotiate a final and best offer, and execute the contract documents.
Item pulled from agenda.
- G. RFP-23-03-UT; Stormwater Maintenance and Repair
Accept the Town Managers recommendation to approve the Selection Advisory Committee's rankings in response to RFP-23-03-UT; "Stormwater Maintenance and Repair", and directing the Town Manager to enter into negotiations with Earthview, LLC, the top ranked respondent.
The Selection Advisory Committee's ranking recommendation:
1. Earthview, 2. Shenandoah, 3. APT

Council Member Veach requested that a summary of the selection process be provided in the future and interim Town Manager Wilkins agreed to do so.

Vice Mayor Atterholt moved to accept the interim Town Manager's recommendation; second by Mayor Allers. Motion carried unanimously.

H. RFP-23-07-AD Selection Advisory Recommendation

Accept the Town Managers recommendation to approve the Selection Advisory Committee's rankings in response to RFP-23-07-AD, "Disaster Recovery and Mitigation Consulting Services for incidents and Events", and directing the Town Manager to enter into negotiations with Tidal Basin, the top ranked respondent.

The Selection Advisory Committee's top 3 ranking recommendations:

1. Tidal Basin

2. Witt O'Brien's

3. Synergy Disaster Recovery

Interim Town Manager Wilkins stated that the intent was not to recommend Tidal Basin but to indicate the top three respondents. He recommended a thorough analysis. Town Attorney Herin, Jr. noted that the Town Council had the discretion to interview the top three firms before making a decision.

Vice Mayor Atterholt supported interviewing respondents and was comfortable with a recommendation from the Mayor and interim Town Manager. Mayor Allers preferred having a conversation with each firm and indicated that postponing a decision by two weeks was not an issue. Council Member Veach commented that he would like a summary from the advisory committee to understand how they made their decision. Council Member King agreed and noted that the selections differed from when the RFP was previously pulled. He questioned what transpired to make the change.

Council Member Woodson agreed with interviewing candidates.

Mayor Allers moved to table the RFP-23-07-AD recommendation and direct staff to invite the top three respondents to appear at the January 23, 2023, meeting for oral presentations; second by Council Member Veach.

Motion carried unanimously.

I. Amendment #1 to Beach Renourishment Professional Engineering Services Agreement

Adopt Resolution 23-07 approving the First Amendment to the Professional Services Agreement between the Town of Fort Myers Beach and Coastal Engineering Consultants, Inc. for Beach Renourishment Professional Engineering Services to include 2-CFR clauses.

Town Attorney Herin, Jr. read the title of the resolution. Project Manager Chustz stated the contract was the same, except the 2-CFR (Code of Federal Regulations) clauses were added to qualify for FEMA reimbursement.

Vice Mayor Atterholt moved to adopt the resolution; second by Council Member Veach.

Motion carried unanimously.

J. Emergency Contract Ratification - Coastal Maintenance & Restoration, Inc.

Town Council ratification of the existing emergency contract with Coastal Maintenance & Restoration, Inc.

Director Giesen stated that the contract needed to be ratified for emergency dry-out services for Bay Oaks and the historic structures at the Mound House.

Council Member Veach moved to ratify the contract; second by Council Member King.

Motion carried unanimously.

K. Emergency Contract Ratification - Conidaris Builders & Contractors, Inc., Lott-Agri Services, LLC, Universal Trax of South Florida, LLC, and Vctor Contracting Services, LLC

Town Council ratification of the existing emergency contracts with Conidaris Builders & Contractors, Inc., Lott-Agri Services, LLC, Universal Trax of South Florida, LLC, and Vctor Contracting Services, LLC.

Town Attorney Herin, Jr. stated that the scope of services was expanded with some existing contracts. Council Member Woodson suggested that the list of contractors be broadened. Town Attorney Herin, Jr. replied that the town was in the process of opening up competitive bidding. Cindy Davis, Interim Finance, stated the contracts were back out because the original emergency contracts did not meet FEMA reimbursement requirements.

Vice Mayor Atterholt moved to approve ratification of existing emergency contracts; second by Council Member Veach.

Motion carried unanimously.

XIII. FINAL PUBLIC COMMENT

No public comment.

XIV. TOWN MANAGER'S ITEMS

Interim Town Manager Wilkins commented that the curfew was reduced, parking fees were reinstituted and permitting hours were expanded. Community Development Director Steve Poposki explained that permitting was done online and it was a good idea for people to review the Frequently Asked Questions page before coming in. Interim Town Manager Wilkins stated that FEMA reimbursed staff for overtime. He added that he was inviting builders to work with the town regarding their permitting process.

Director Poposki remarked that demolition permits could be applied online and were required to verify that the sewer and water connections were capped.

Interim Town Manager Wilkins stated that personnel from Parks & Recreation were temporarily transferred to help with permits. Vice Mayor Atterholt questioned whether code enforcement could help people apply for permits onsite if they did not have a permit. Director Poposki replied that legally it was not possible in most situations, but he would look at the demo permit process. He noted that different permits took different amounts of time due to legal requirements. He commented

that, in many instances, there was a lack of communication between property owners, contractors and the town. He reviewed the permitting process and encouraged property owners to contact the town with questions. He added that people could check the status of their permits online. Interim Town Manager Wilkins stated that the town was working on a transition plan to submit to the state by February 15, 2023, describing how the town would transition state resources back to the town resources. The next meeting on January 23, 2023, will be held at Diamond Head. He noted that there were four days when the TDC and M&P meetings conflicted, and he was working to adjust the schedule.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. reminded Council Members that a shade meeting would be held after the lunch break and he was arranging a meeting with the interim Town Managers to discuss items.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Vice Mayor Atterholt stated that the USPS pledged to deliver two trailers for mail services, but there was no timeline for when they would be operational. He encouraged people to go online and check their change of address forms and renew the requests if they expired.

Council Member Veatch indicated that the darker sand was the same as the beach sand. He commented that property owners had to be proactive with Comcast regarding internet connections. He noted that it was difficult for claw trucks to remove debris on the sidewalks due to conflicts with the power lines. He reviewed items he would discuss at the next M&P meeting. He reminded property owners that they could park an RV on their land while rebuilding but could not rent out their property for other RVs.

Council Member Woodson questioned whether short-term rental fees would be postponed or revised. Mayor Allers received support to discuss the item at the next M&P. Council Member Woodson asked whether they would have additional law enforcement regarding the lack of lighting on the streets. Interim Town Manager Wilkins said he would continue conversations with Captain Lalor regarding safety concerns.

Council Member King noted that beach raker Bill Perry suggested that a press conference be held to discuss the beach's cleanliness. Mayor Allers suggested that they discuss that at the next M&P meeting.

Vice Mayor Atterholt questioned whether it was feasible for Council Members to hold a press conference in front of CVS to pressure the corporation to work on opening their store. Town Attorney Herin, Jr. responded that the press conference would have to be noticed as a public meeting, but he suggested they not trespass on private property. He suggested they send a letter to CVS requesting an update.

Mayor Allers noted that advisory committees were interested in meeting again. He reminded everyone that parking fees were reinstated today and permitting hours were expanded. He added that state health inspectors were apparently giving businesses a hard time regarding cooking on outdoor grills. Town Attorney Herin, Jr. replied that he would look into the issue. Council Member King added that State inspectors were questioning building permits and Town Attorney Herin, Jr. commented that he would look into it.

Council Member Woodson received support to add an architectural review board discussion at the next M&P meeting.

XVII. ADJOURNMENT

Council Member King moved to adjourn; second by Mayor Allers.

Motion carried unanimously.

The meeting was adjourned at 12:34 p.m.

1. **Requested Motion:**

Meeting Date: February 6, 2023

Management & Planning Session January 12, 2023

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

APPROVAL OF MINUTES

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. Draft 1.12.23 MandP minutes

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk

Created/Initiated - 1/30/2023



Fort Myers Beach Management & Planning Session

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Minutes

**Thursday, January 12,
2023**

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Allers, Vice Mayor Atterholt, Council Member King, Council Member Veatch and Council Member Woodson.

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. FDEM Director Update - Kevin Guthrie

Mayor Allers revealed that Mr. Guthrie could not attend the meeting. Stephanie Stachowicz represented Mr. Guthrie and noted the period of performance was January 1, 2023, to March 29, 2023, for permitting help in community development. Interim Town Manager Holley explained that current backup help for permitting reviews would be eliminated at the end of March. Ms. Stachowicz noted that hiring a higher-level building official had to be approved by the governor's office. Interim Town Manager Holley described obtaining new trailers and setting up a compound for Town Hall offices. Ms. Stachowicz Additional positions requested by the town were under consideration. She indicated that concrete slabs affiliated with demo permits would be removed along with other debris. Site inspections were completed on 18 properties and 12 sites were determined to be feasible for trailers. She provided details regarding the feasibility of placing trailers on specific sites. She noted that a sizable portion of applicants were coded P4 and eligible for FEMA direct housing. Mayor Allers clarified that people who qualified for FEMA housing were not eligible for the state program.

Council Member Veach questioned whether the FDEM would collaborate with the town regarding rebuilding Times Square. Ms. Stachowicz replied affirmatively and suggested that a meeting be scheduled. Consensus was reached to set up meetings with the state.

Council Member Atterholt questioned whether the governor would contact the CEO of CVS to prioritize rebuilding. Ms. Stachowicz replied that she would discuss the issue with Mr. Guthrie. Mayor Allers suggested that 7-Eleven be included in the call.

B. Post Disaster Recovery Plan

Interim Town Manager Wilkins suggested that this item and Development Incentives and Public Purpose be combined and included in a master plan for redevelopment. He recommended that whichever planning firm the town hired be directed to present a plan covering all topics. Interim Town Manager Holley explained how a master plan differed from a comprehensive plan. He noted the urban core needed to be looked at with stakeholders present.

Interim Town Manager Wilkins stated that the comprehensive plan contained policies and objectives laid out in law, while a master plan could include incentives for developers and investors.

Council Member Woodson revealed that a planner on the LPA (Local Planning Agency) indicated that planners across the state were willing to set up a workshop at no cost to the town. Council Member Veach pointed out that the town already had two planners and Eddie Ng was updating the LDC (Land Development Code) and the comprehensive plan. He questioned the qualifications of the LPA member compared to Mr. Ng. Interim Town Manager Holley indicated that he was not sure whether Mr. Ng's firm had experience in urban planning. Council Member Veach was concerned about delaying the work. Council Member Woodson thought the workshop could be set up quickly. Interim Town Manager Holley discussed the complexity of rebuilding the town. Council Member King supported scheduling a workshop. Mayor Allers noted a consensus was reached to arrange a workshop in conjunction with Mr. Ng. Council Member Veach suggested that the Council review the work already done.

Town Attorney Herin, Jr. stated that the state recently prohibited local governments from establishing architectural standards. He noted that engaging a planning firm to develop a master plan would have to go through the usual procurement process, which meant opening up proposals for interested firms, including The Corradino Group.

C. Presentation: Town Hall Rebuild Design Concepts

Tim Sewell, Construction Manager of Ajax Construction, and Todd Sweet, an architect from Sweet Sparkman, utilized PowerPoint for their presentation. The presentation was also distributed to Council Members. Mr. Sweet and Mr. Sewell reviewed their experience. Slides included: Timeline, New Town Hall Program, Conceptual Master Site Plan, New Town Hall Estimate, New Town Hall Summary Schedule, Items for Consideration and Next Steps. Mr. Sweet explained why the proposed Town Hall would be almost double the

size of the old Town Hall at a cost of approximately \$24,461,899 million. Council Member Woodson stated that Sweet Sparkman built the Lovers Key center, and their work was excellent.

D. Discussion of Legislative Priorities with Town Lobbyist Ron Book
FY23/24 Appropriation Request

Lobbyist Ron Book praised state and town officials. He stated that he needed a list of what the town believed their needs were. He described his experience with Hurricane Andrew and the Deepwater Horizon oil spill disaster. He stated that he had contacted 7-Eleven and the response was positive.

Mr. Book described conversations with Interim Town Manager Holley regarding what the town needed and its priorities. He indicated that Town Council needed to amplify the need to rebuild with the media every chance they got. He mentioned that he would create outlines of the three pages of notes he took. Vice Mayor Atterholt suggested that Mr. Book review the Town Council meeting from January 9, 2023, regarding their list of priorities. He added that the Town Council was united and supported the Mayor, the Interim Town Manager and Mr. Book.

Mr. Book indicated that the town had to develop project-directed tiers of what they could spend in 12 months, 24 months, 36 months, 48 months and 60 months. He described silos in the state budget.

Interim Town Manager Holley discussed the town's financial position and options regarding where they could meet until the town hall was rebuilt. He noted that the League of Cities should finalize their adjuster claim process by the end of the month. He felt the town needed a public adjuster to inspect the town hall so it could be demolished.

Mr. Book indicated that if all states of emergency had not expired, then procurement waivers still existed. He suggested they check with Mr. Guthrie for verification. He explained why funding for a new town hall would have to be requested yearly.

E. Presentation: HMGP

Interim Town Manager Holley stated that the list distributed was the 404 list and town hall was on the 406 list. He noted that it was a long process and the money would not flow for a long time. The 406 mitigation list was related to whatever was damaged and the 404 list was for areas that were not damaged and not covered by public assistance mitigation.

Luis Avila, Vice President of Mitigation, stated that the county had to receive the 404 list by January 23, 2023, along with a letter of intent. He noted that projects on the list might appear on other lists and the 25-26 projects created were about \$170 million. He wanted to show the county and state that there was more mitigation besides what was covered under public assistance mitigation.

Jacob Gray, Senior Director of Mitigation, indicated that previous projects fell through, so there was a potential for more funding. He noted that there were multiple steps of eligibility to go through. Mayor Allers commented that it was a very complex process. Mr. Gray stated that underground power lines were very difficult to get approved.

F. Visitor Accommodation Resources

Interim Town Manager Wilkins stated that resources for accommodating visitors were not reimbursable and questioned whether the Council was interested in using the town's general fund dollars for adding porta-potties across the island. Mayor Allers indicated that there were restrooms at Lynn Hall Park and Crescent Park Beach and four porta-potties were at Times Square. Director of Culture, Parks and Recreation Alison Giesen reported that she contacted Nancy McPhee from TDC to determine whether the town could allocate unused funds for this year to replace the restrooms at Palm Avenue and Newton Beach Park. Vice Mayor Atterholt questioned whether they could reapply to TDC to recognize Times Square as a beach access. He questioned whether the town required food trucks in Times Square to provide porta-potties. Interim Town Manager Wilkins replied that the food trucks were on private property and the town was not permitting them. Town Attorney Herin, Jr. stated that he did not think food trucks were required to provide restrooms for customers per state law.

Mayor Allers suggested they wait to discuss adding porta-potties at beach accesses until Public Works Director Jason Freeman completes his damage assessment. Director Giesen stated that the town could request emergency funds from the TDC. She revealed that the town received \$1.4 million total from the TDC that started on October 1, 2022. She verified that Lee County had funds to cover their existing restrooms until permanent restrooms were completed. She indicated that the ten units with two ADA and washing stations would be placed at Palm Avenue and Newton Beach Park for \$8,400.00 for 28 days. The price included maintenance. Trash cans would be placed at all the beach accesses and staff would maintain them.

Council Member Woodson questioned whether the town could install no parking signs at Crescent Park Beach to keep people from parking on the sand. Mayor Allers stated that he was working with Commissioner Sandelli and would suggest that orange fencing be added to keep vehicles away from the beach.

G. Recreation Priority

Interim Town Manager Wilkins reported that the Mound House was close to being reopened. Vice Mayor Atterholt stated that Bay Oaks could be available within three months for transferring facilities. He noted that they would have to accommodate after-school activities in time for the Beach School reopening in the fall.

Director Giesen stated that the pool would be inspected after the debris was removed and power washed, which would take a week or so. She will create a plan regarding housing students for after-school programs in line with the regulations. Mayor Allers stated that FEMA funds for Bay Oaks were strictly for housing Town Hall. Director Giesen commented that the Mound House was available for programs. Interim Town Manager Wilkins added that he was working on defining the length of time that Town Hall had to be at Bay Oaks so they could use the building for other functions. Mayor Allers reminded Council that they had a permit-ready building that could be used for something if they could find the right funding source.

- H. Development Incentives and Public Purpose
Included in the Post Disaster Recovery Plan discussion.

IV. AGENDA MANAGEMENT

- A. Agenda Management January 12, 2023
Add a short-term rental fee discussion. Town Attorney Herin, Jr. stated that the 2nd reading of Ordinance 22-12 regarding fees would be scheduled for February 6th, 2023, and a resolution of the fees could be added to the same agenda after the ordinance was approved.
Add permitting for beach chairs, jet skis and parasails. Consensus was reached to direct staff to assist permit holders in satisfying insurance requests.
Add CB zoning to a future M&P.
Add conversations regarding rebuilding Times Square to a regular agenda, an M&P or a workshop.
Remove Times Square rental rates.
Remove Ordinance: Signs-LDC amendment.
Town Attorney Herin, Jr. stated that items no longer relevant would be removed from the list.

V. ADJOURNMENT

Council Member King moved to adjourn; second by Mayor Allers.
Motion carried unanimously.

The meeting was adjourned at 11:56 a.m.

1. **Requested Motion:**

Town Council January 23, 2023

Meeting Date: February 6, 2023

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

APPROVAL OF MINUTES

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. Draft 1.23.23 TC minutes

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk

Created/Initiated - 1/31/2023



Fort Myers Beach Town Council

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Minutes

Monday, January 23, 2023

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Allers, Vice Mayor Atterholt, Council Member King, Council Member Veatch and Council Member Woodson.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member King moved to approve the final agenda; second by Council Member Woodson.

Motion carried unanimously.

V. PUBLIC COMMENT

Cindy Johnson, resident, commented on protected areas and species and stated the town had to abide by state law regarding lighting.

Steve Johnson, resident, encouraged the Council to finish appointing members to advisory boards. He questioned why the town needed additional density and did not want Estero Blvd. to end up as a mall. He added that the community would like to provide input on density.

Madeline Boyd, resident and co-owner of the Beach Bar, was concerned regarding the debris remaining on the sand and sidewalks. She wished someone would address the issue.

Joe Orlandini, resident, requested that a member of Council be a liaison with property owners concerning rebuilding Times Square. He noted trucks were needed to haul the debris from the weekend.

Sim Mayer, resident, commented on setbacks. He distributed a survey of his former house in his neighborhood. He stated that his home fit perfectly in his lot and asked that the code be adjusted for property owners with smaller lots.

Terry Persaud, owner of the former Sunset Beach Grill, noted the lots had been cleaned up and trucks were needed to haul away the trash. He hoped everyone could get together soon to discuss rebuilding Times Square.

Ken Pariser, resident, commented that his former home was on a small lot and he requested the opportunity to rebuild on his lot.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Vice Mayor Atterholt thanked Mayor Allers for meeting with legislators last week and encouraged residents to thank their legislative representatives. He commended Mayor Allers and interim Town Manager Wilkins for acquiring four new permitting officials from the state.

Council Member Veatch commended Vice Mayor Atterholt for securing the temporary Post Office. He acknowledged the LPA (Local Planning Agency) for their long meeting and hard work last week. He recognized TPI for their topping-off ceremony and thanked the crew for cleaning up the mangroves.

Council Member Woodson commented that the TPI topping-off ceremony was heartwarming, and more businesses were opening daily. She commended all the people on the island who were working hard.

Council Member King recognized AmeriCorps for helping people clean their homes and Diamond Head Resort for hosting their meetings. He thanked the Mayor and Vice Mayor for all their hard work and what they had achieved.

Mayor Allers thanked Diamond Head and TPI. We welcomed Snug Harbor and the Beach Bar. He reviewed his meeting in Tallahassee last week and thanked the delegates and others. He thanked the Vice Mayor for his hard work getting the mail service back.

VII. APPROVAL OF MINUTES

None

VIII. CONSENT AGENDA

Council Member Veatch moved to approve the consent agenda; second by Mayor Allers.

Motion carried unanimously.

- A. Resolution 23-09, 23-10 and 23-11; Extending the Town Declaration of State of Local Emergency

Approve Resolutions Extending the Town Declaration of State of Local Emergency for the period January 16, 2023 - January 22, 2023, January 23, 2023 - January 29, 2023 and January 30, 2023 - February 5, 2023

Council Member Veatch moved to approve the resolutions; second by Mayor Allers.

Motion carried unanimously.

IX. PUBLIC HEARINGS**A. Ordinance 23-01; Signs**

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 30 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH ENTITLED "SIGNS" TO PROVIDE FOR CONTENT NEUTRAL SIGN REGULATIONS AND TO ALLOW CERTAIN PORTABLE SIGNS, PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance. Town Attorney Herin, Jr. reviewed the reason for the ordinance and noted it complied with the recent court decision.

No public comment.

Vice Mayor Atterholt moved to approve Ordinance 23-01; second by Council Member King.

Motion carried unanimously by roll call vote.

X. ADMINISTRATIVE AGENDA**A. Oral Presentations: RFP-23-07-AD; Disaster Recovery**

1. To receive presentations from the three disaster consulting firms recommended by the selection committee; and

2. To rank and select one of the three firms and authorize the Town manager to enter negotiations with the top ranked firm.

- Synergy Disaster Recovery

- Tidal Basin

- Witt O'Brien's

Joe Gross, VP of Synergy Disaster Recovery, introduced Tracey Doyle, Director of Client Relations, and John Zakian, Subject Matter Expert. He stated that his firm was small and had a lot of experience, which allowed them to give the town their complete attention. He reviewed their success with Hurricane Michael. He noted that he would personally be on the beach and would put a team together to meet their needs. He indicated that one of the hurdles the town would face would be scheduling available funds and spending them correctly. Mr. Zakian managed the long-term recovery strategy for Galveston after Hurricane Ike. Ms. Doyle added that she used to live in Fort Myers Beach and stated she was developing a strategy to create a standardized recovery process and would be involved with the town.

Mr. Zakian reviewed his experience. He stated the most significant challenge they would face was patience and he felt it would take between five to ten years before everything was done. He agreed that the immediate challenge was being inundated with potential funding and with FEMA (Federal Emergency Management Agency) and HUD (Housing and Urban Development). He noted there were other federal grant programs that the town could apply for and Synergy would assist. He described GrantWorks,

which partnered with his firm. He commented that the U.S. Department of Agriculture had several housing and community facilities programs available for application. He described the disaster grant programs from the Economic Development Association (EDA), which just passed in 2023. He added that the EDA recently announced funds were available to staff a disaster recovery coordinator who would be on the ground for three to four years. Mr. Zakian reviewed how his company would help the town obtain disaster funds. He stated that he worked with FEMA as a coordination group supervisor and coordinated all the federal grant programs and services in Birmingham after the tornados in 2011.

Mr. Gross said the team would start with approximately three to four people. Ms. Doyle noted they experienced handing off from one company to another and Mr. Gross described a local experience after Irma. He stated he would choose this team if a disaster occurred in his town.

Daniel Craig, CEO and founder of Tidal Basin, thanked the town for partnering with them since Hurricane Ian. He stated he was formally the head of recovery at FEMA and his firm had significant experience in the disaster business. He reviewed the staff and noted the firm was full of FEMA and state executives. Mr. Craig pointed out that Carlos Castillo would be the senior executive assigned to the town and was also a former head of recovery at FEMA. He indicated that long-term recovery would take multiple years and debris was the number one issue. He stated that a portion of the funds was recoverable through FEMA's public assistance program.

Alyza Supriana, Program Manager, stated that the cost under the emergency contract was \$150,000.00 for their staff and training town employees.

Mr. Craig described how they handled public assistance, post- and pre-mitigation, accounting, grant management and review. He stated members of his firm were in Tallahassee every few weeks and they were the PMO for housing recovery in the state of Florida.

Stephen McGrail, Project Manager, reviewed his experience in emergency management throughout the country and commented that he had served as an elected official. He stated that Tidal Basin has a team who could help solve the town's problems. Mr. Craig explained why Mr. McGrail had recently arrived at the beach rather than at the beginning of the disaster.

Ms. Supriana referred to her PowerPoint presentation and reviewed current projects on the beach, Florida house and senate appropriations and recovery impact. She stated that one of the challenges for the town was the newness of the staff, but Tidal Basin was able to bring in staff and fill the gaps. Mr. Craig added that debris and bridge issues and making the town more resilient in the future were additional challenges. He reiterated that debris removal was the number one issue. He explained the reasons why recovery would take years. He stated that he would choose this team if a disaster occurred in his town.

Matthew Urchal, Managing Director at Witt O'Brien's, stated that the town's recovery would require advocacy and persistence. Jeff Kottcamp commented that he grew up in the area and noted the legislature was

committed to bringing back the community.

Mr. Urchal introduced Arvin Copeland, Project Executive, Laurie Carley, Emergency Manager and Kristen Martin, Mitigation Supporter. He highlighted funding and recent legislation in his presentation. He mentioned weaving funding resources together to maximize potential and detailed other programs available to expedite recovery. He described how the town could guide recovery and indicated they needed partners. He stated that his team had the proficiency to help them work with the state and federal government. He reviewed previous investments in the town pre-disaster. He remarked that the town should not build what they could not sustain; they should make educated decisions about what they could insure and determine how to weave multiple funding sources. He discussed resiliency funding opportunities.

Ms. Martin focused on incorporating resilience into the recovery process and building the town back to be more resilient and sustainable. She reviewed how her company maximized mitigation funding post-disaster, identified resilient actions, strategies to combine mitigation funding and how to build back better.

Mr. Urchal mentioned opportunities to develop public-private partnerships and the benefits of their model. He stated that Ms. Carley would be involved on the ground and he and Mr. Copeland would be available. Ms. Carley reviewed her experience in Florida.

Mr. Urchal described how he would manage the recovery of Times Square and how it could sustain future events. He indicated they were working with Charlotte County, Tampa and Venice. He commented that his firm's costs were variable and they could have as many or as few people on the ground as the town needed. He described their dashboard for long-term recovery planning. He stated he would choose this team if a disaster occurred in his town.

Mayor Allers questioned who interim Town Manager Wilkins would select. Interim Town Manager Wilkins ranked Tidal Basin and Synergy Disaster Recovery one and two and Witt O'Brien's number three. He explained that Tidal Basin offered the depth that the town needed and, since they were already working with the town, he did not want to change firms.

Council Member King moved to table Administrative Agenda A Oral Presentations for RFP 23-07-80 Disaster Recovery, at which time we will come back after our next Administrative Agenda B item; second by Council Member Veach.

Motion carried unanimously.

Mayor Allers reopened RFP 23-07-80.

Town Clerk Baker revealed that Tidal Basin ranked number one. Town Attorney Herin, Jr. explained that the firm with the least number of points ranked number one. Tidal Basin scored an 8, Synergy Disaster Recovery scored 10 and Witt O'Brien scored 11.

Council Member King moved to accept the ranking and direct the interim Town Manager to negotiate a contract with Tidal Basin to bring back to the Town Council as soon as possible for approval.

Motion carried unanimously.

- B. Resolution 23-06 re On-Going Professional Services Agreements for Environmental Assessments and Marine Engineering

Adopt Resolution 23-06 approving the First Amendments to the Continuing Services Agreements or Environmental Assessments and Marine Engineering Professional Services between the Town of Fort Myers Beach and Coastal Engineering Consultants, Coastal Systems Int'l, Edgewater Resources, Hans Wilson & Assoc., Taylor Engineering and Turrell Hall & Assoc. to include 2-CFR clauses.

Mayor Allers read the title of the resolution. Interim Town Manager Wilkins stated that including the 2-CFR clauses was required for FEMA compliance.

Council Member Veach moved to approve Resolution 23-06; second by Vice Mayor Atterholt.

Motion carried unanimously.

- C. Tidal Basin Contract Extension

Authorize Town Manager to execute the second amendment to the Tidal Basin agreement for an additional 30 days.

Vice Mayor Atterholt moved to authorize the Interim Town Manager; second by Council Member King.

Motion carried unanimously.

XI. FINAL PUBLIC COMMENT

Bill Perry provided an update on the status of the beach. He felt that the beach was clean and piles needed to be removed. He started to do restoration of properties and indicated there would be some destruction to dune vegetation. He discussed the situation with Environmental Project Manager Chadd Chustz and Eve Haverfield from Turtle Time and remarked that he would try to minimize the damage. He informed his clients that if they rebuilt their houses, they would be required to create a new frontal dune and properties with standing homes would have to mitigate the dunes by replanting them. He asked for patience and stated there would eventually be new dunes. He added that he would not charge the town for filling in the ruts made by the dump trucks. He suggested that they hold a press conference on the beach once he was done with grooming. Mayor Allers thanked Mr. Perry, his son and the Webers for going above and beyond to help the community.

Mr. Urchal thanked the Council for the opportunity and consideration and asked that they keep them in mind for the future.

XII. TOWN MANAGER'S ITEMS

Interim Town Manager Wilkins noted that the state added four people to the permitting department, for a total of eight people to help expedite the process. The ad valorem check for \$1.43 million was received and in the bank. He indicated that the revenue stream was 73-74% of ad valorem revenues. The Mound House grounds, restrooms and museum store were open and permit fees started on Monday. He mentioned that a water quality link was now on the website and would be simplified soon.

Interim Town Manager Wilkins questioned whether Council wanted to discuss the letter concerning legal services. Council Member Woodson clarified that she met with John Miller and John Agnew from Boy Agnew Potanovic Miller and Council Member King was not at that meeting. She described a cultural change and doing things differently with transparency moving forward.

Council Member Woodson moved to initiate a 30-day notice for Fox Rothchild and move forward with researching, interviewing and hiring new legal counsel; second by Council Member King.

Vice Mayor Atterholt questioned whether they should initiate an RFP first to see if they could find good local counsel before giving notice. Interim Town Manager Wilkins replied that there was a procedure for soliciting new services. Town Attorney Herin, Jr. stated his ethical obligation was to the Town Council and he reviewed the process of hiring a new firm. He confirmed that at the end of the 30-day notice, his firm would vacate the position and if the town had not selected a replacement by then, the town would be without a town attorney. Council Member Woodson amended her motion.

Council Member Woodson moved to initiate the RFP for the purpose of finding additional firms that would qualify for the community's needs and wants and to request a different attorney from Fox Rothchild to be present and to handle the town as the lead attorney as the contract was with Fox Rothchild, not Mr. Herin, Jr.; second by Council Member King.

Council Member Veach voiced his concerns regarding the process. He stated that Council Member Woodson violated the policies and procedures by independently soliciting legal firms. He felt a change came at a huge cost with the loss of institutional knowledge. He did not have any reason to distrust the town attorney and stated that his legal services were admirable, and he had been honest and forthright. He did not think change just for change's sake was healthy for the town and he felt they should follow the policies and procedures as written. Council Member Woodson stated that it was her personal feeling.

Council Member King seconded the motion and explained that another attorney referred the firm to him, and an email exchange was initiated. Council Member King was told that Council Member Woodson requested a proposal from the firm. Council Member Veach reiterated his serious concerns. He felt it was a disservice to the town attorney and the town and he questioned the motivation for the change.

Mayor Allers acknowledged that he voted not to renew the town attorney's services last time. He supported starting the RFP process and felt that the town attorney should remain in the seat until they decided to make a change.

Vice Mayor Atterholt commented that it was well-known that having local counsel had been discussed in the past. He supported the RFP for local counsel but felt it would be a mistake to move forward before securing a new firm.

Council Member Woodson amended her motion to move forward with an RFP immediately for local counsel, and if and when they found that, they would address the 30-day notice with Fox Rothchild; second by Mayor Allers.

Council Member Veach noted that the town attorney did not have to be local to be effective. Council Member King questioned the definition of local. Vice Mayor Atterholt felt that leaving local vague gave them flexibility.

Motion carried 4-1, with Council Member Veach dissenting.

XIII. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. stated that a bid protest was filed regarding the repair and retrofit of Bay Oaks. One of two things had to happen: the Council would have to direct staff to schedule a hearing before the Council to hear the bid protest and send a notice to the bid protester and all the other respondents to allow them to participate. Alternatively, the Council could direct staff to engage the services of a third-party hearing officer to conduct a hearing and make a recommendation to the Council for ratification. He noted that the bid protester could file an appeal in both circumstances. He indicated that one of the remedies would be to cancel the bid and rebid it. He felt the procurement process would probably take the same amount of time as a rehearing. Town Attorney Herin, Jr. remarked that the nature of the bid dispute was more procedure than substance.

Mayor Allers supported canceling the bid and sending it back out for rebid.

Council Member Veach moved to rebid the Bay Oaks refurbishment contract; second by Council Member King.

Motion carried unanimously.

Town Attorney Herin, Jr. stated that he hoped to have a resolution soon regarding the Key Estero property. He noted that he would like to meet with interim Town Manager Wilkins to update him on the different cases and schedule shade meetings. He added that he would verify ownership of the Sea Grape Plaza property.

Town Attorney Herin, Jr. stated that his job was to help the Town Council accomplish what they wanted to achieve for the community. He remarked that he was available 24/7, regardless of where he was.

XIV. COUNCILMEMBERS ITEMS AND REPORTS

Vice Mayor Atterholt suggested that Project Manager Chustz and Engineer Michael Poff provide an update regarding the easement requests for beach renourishment. Interim Town Manager Wilkins will submit an update regarding the Mooring Field at the next meeting. Council Member Veatch indicated that they no longer had an upland facility, but the field may be used for storage. Vice Mayor Atterholt questioned whether they wanted to require a second appraisal from the residents. Town Attorney Herin, Jr. explained how he thought the provision came about and did not believe that a second appraisal was required. He added that it could be handled at the administrative level. Interim Town Manager Wilkins commented that he would follow up with Vice Mayor Atterholt. Vice Mayor Atterholt questioned whether the Town Council would be willing to consider an impact fee on new construction to offset some of the fiscal disparities of the beach school student costs until the enrollment was increased. He added that the impact fees would be applied to the capital costs, not to operating costs. Town Attorney Herin, Jr. explained how an interlocal agreement would be created to transfer impact fees to the school board. Mayor Allers received support to add the discussion to the next M&P meeting. Vice Mayor Atterholt remarked that he sent a letter urging CVS and the property owner to provide a timeline for their return. He questioned whether the Town Council would agree to hold a press conference at the CVS on February 6, 2023, at 1:00 p.m. Vice Mayor Atterholt revealed that CVS was committed to returning to the beach, but he wanted them to provide a definitive timeline. Mayor Allers was hesitant to hold a press conference. Council Member King suggested sending a letter to CVS from Town Council.

Council Member Veatch suggested a meeting with FEMA, DEP and Times Squares businesses. He received support to add a discussion about density issues to an M&P meeting. He compared metal roofs to concrete tile roofs and questioned whether they wanted to discuss it at an M&P meeting. Mayor Allers suggested sending it to the LPA. Council Member Veatch received support to add a discussion at an M&P meeting regarding corner lot zoning on beach accesses. He described a specific type of survey of the beach before and after the hurricane by FGCU (Florida Gulf Coast University).

Council Member Woodson questioned the status of licensing and fees for short-term rentals, PALs and PWVLs. Town Attorney Herin, Jr. replied that nothing changed with the licensing fees and he was not aware of any business having an issue.

Council Member King brought up reappointment requests for advisory committees. Town Clerk Baker stated that the reappointments could be brought back to the Council at any time. Council Member King questioned the status of Bayside Park and Mayor Allers replied that he did not have an update yet. Council Member King questioned when debris would be removed from the canals on the south end. Mayor Allers responded that access was an issue and discussions were ongoing. Council Member Atterholt suggested adding a link on the website's front page for permits.

Mayor Allers brought up reoccurring fees on water bills for houses no longer standing and described a large bill he received due to an unknown broken pipe in their backyard. Interim Town Manager Wilkins explained that fees were not charged for disconnected services. Vice Mayor Atterholt verified that stormwater fees were still being charged.

Council Member Veach brought up non-conforming lots and easements. Mayor Allers responded that the LPA was aware of the issue.

XV. ADJOURNMENT

Council Member King moved to adjourn; second by Mayor Allers.

Motion carried unanimously.

The meeting was adjourned at 12:54 p.m.

1. **Requested Motion:**

Coastal Engineering Consultants, Inc.

Meeting Date: February 6, 2023

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

PRESENTATION

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. 21504 Beach Project Update 20230206

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk

Created/Initiated - 1/30/2023

Estero Island Beach Nourishment Project Update

FEBRUARY 6, 2023



OUTLINE

- Beach Project Update
- Funding
- Easements
- Construction
- Emergency Berm



Google Earth

Image © 2023 Maxar Technologies

2022 POST IAN
AERIAL

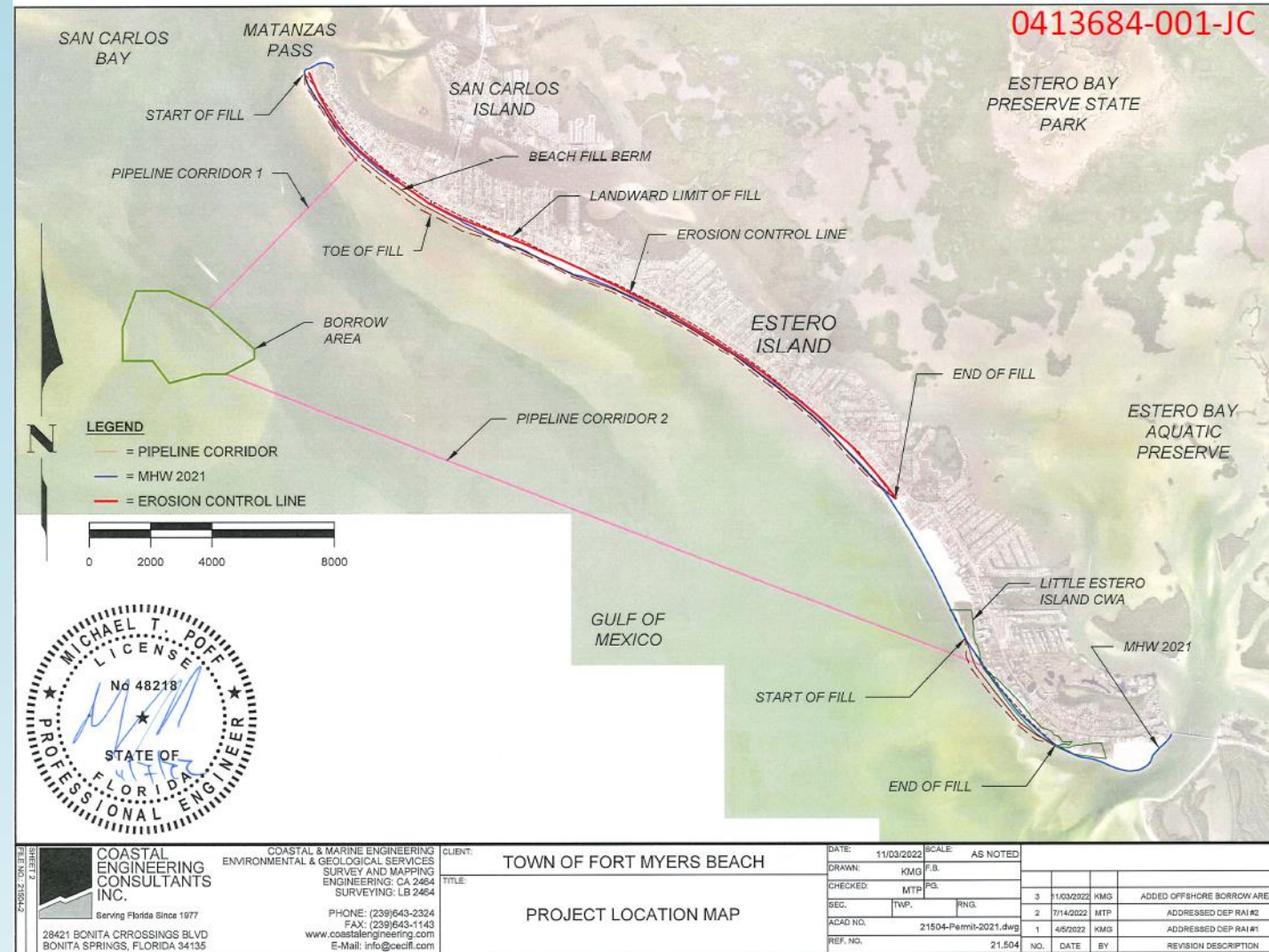
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BEACH PROJECT UPDATE

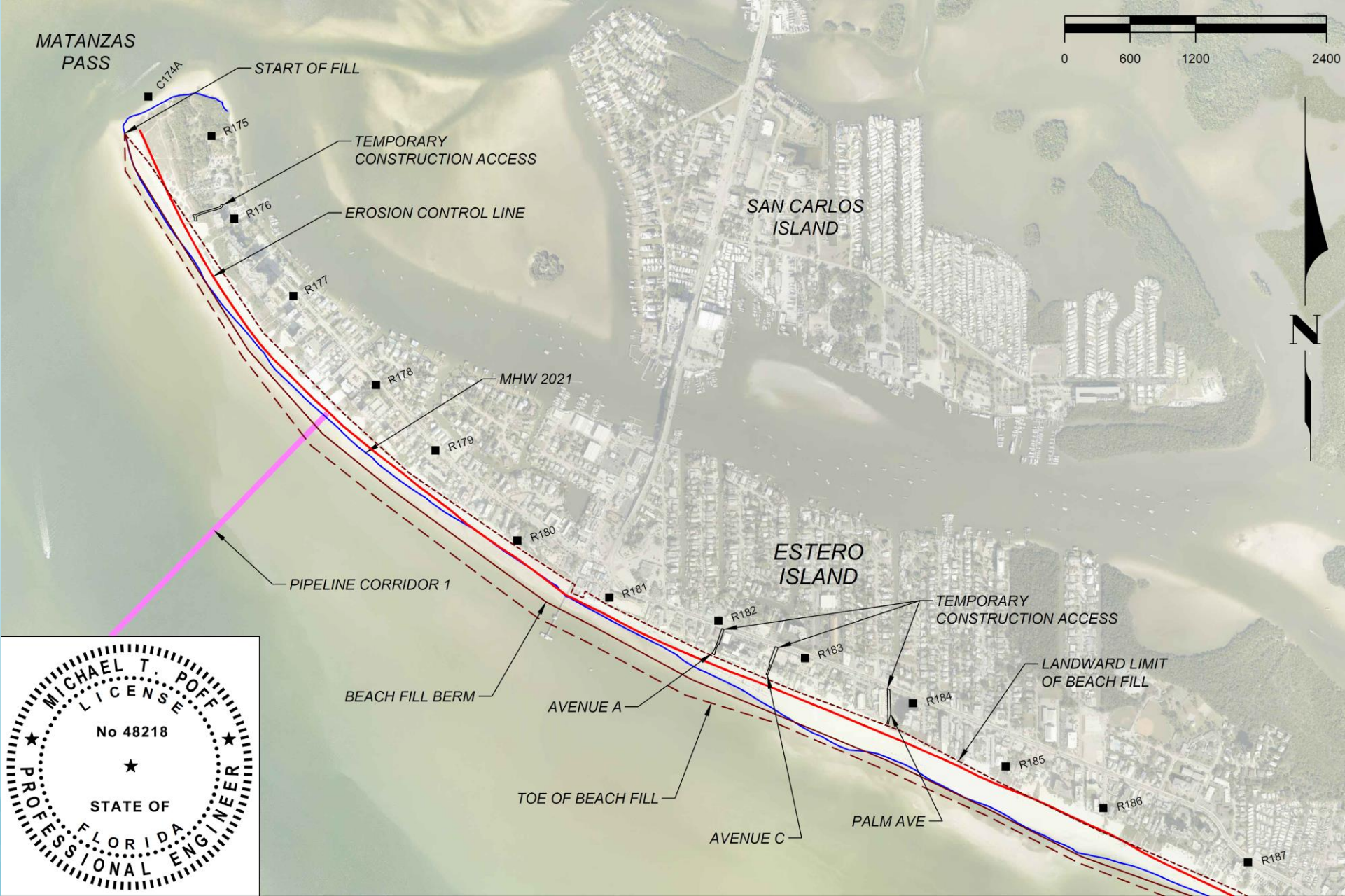
- Beach Fill Segments
- Hurricane Impacts
- Borrow Areas
- Permit Status
- Opinion of Probable Costs

BEACH FILL SEGMENTS

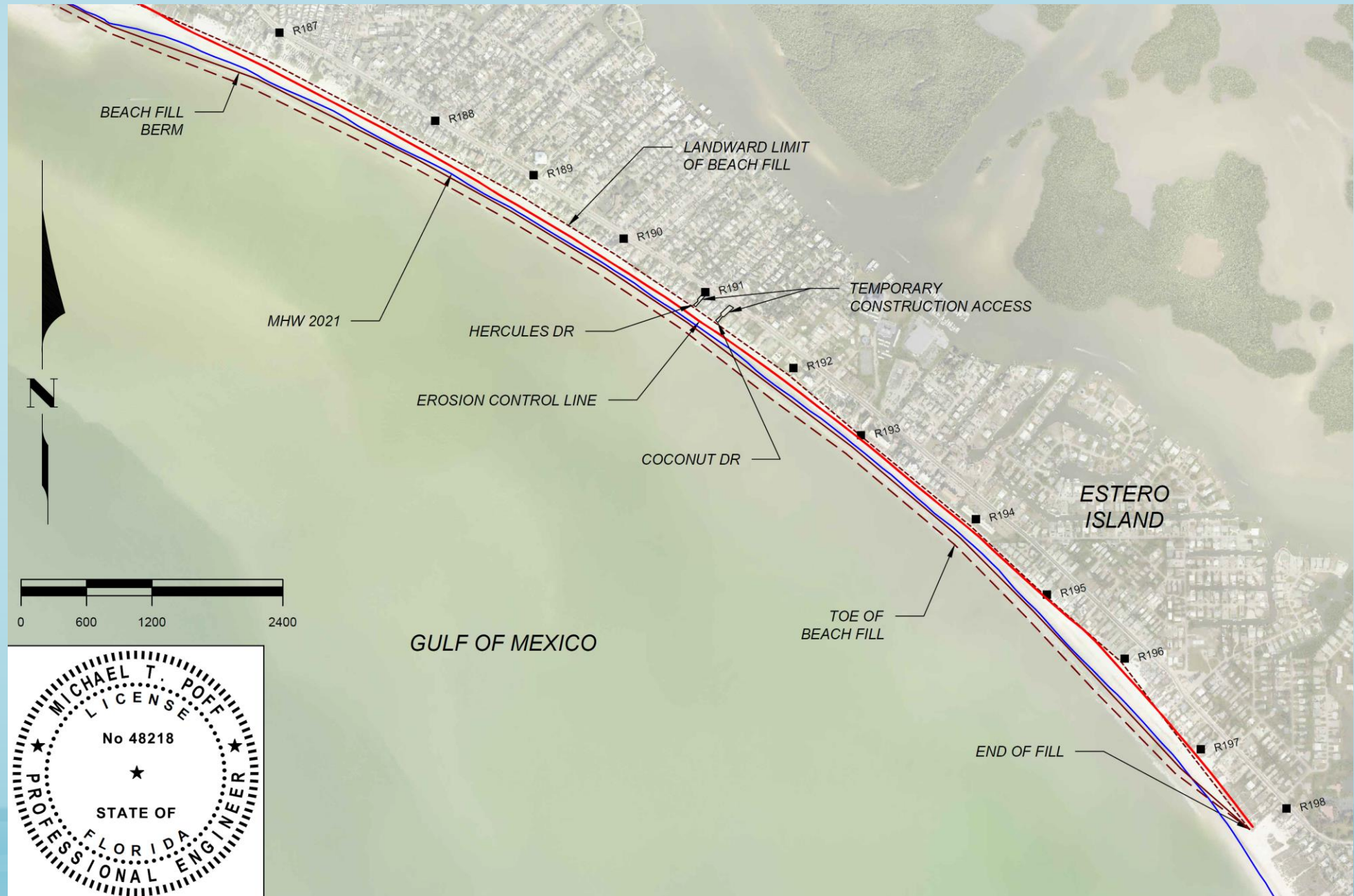
- North: R-175 to R-182
 - ❖ Bowditch Point-Canal St
- Central: R-182 to R-198
 - ❖ Canal St-Lanark Avenue
- Removed R-198 to R-203
- South: R-203 to R-207
 - ❖ ~Creciente Condo-Sun Caper



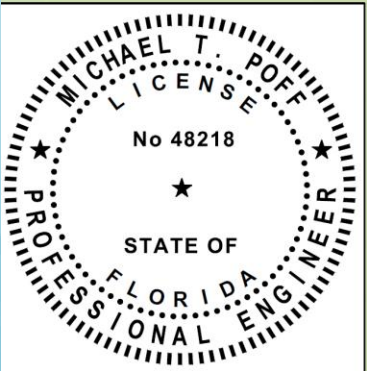
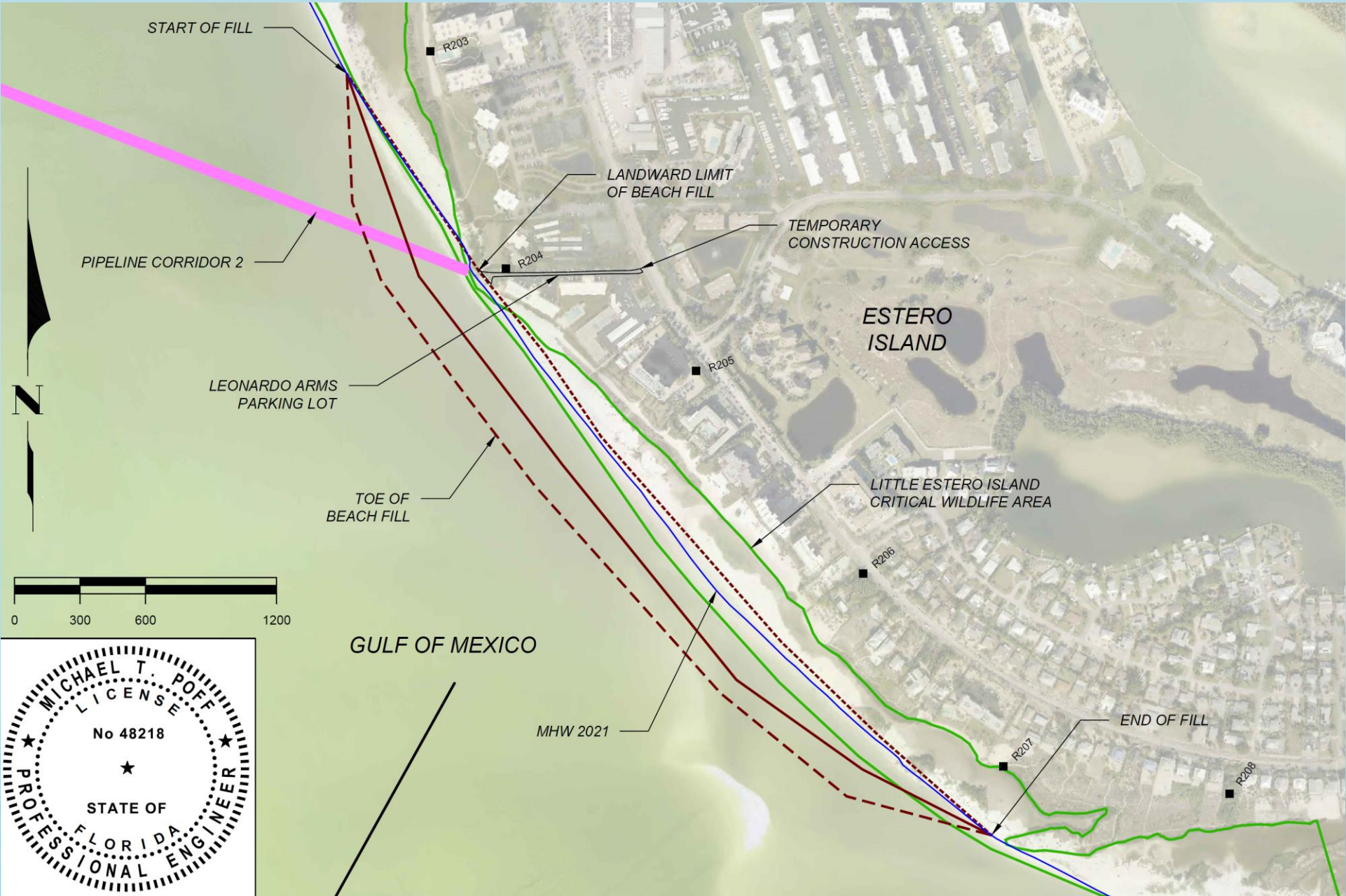
North: Bowditch Point-Canal St; Central: Canal St-Lanark Avenue



Central: Canal St-Lanark Avenue



South: Creciente Condo-Sun Caper



HURRICANE IAN IMPACTS

North



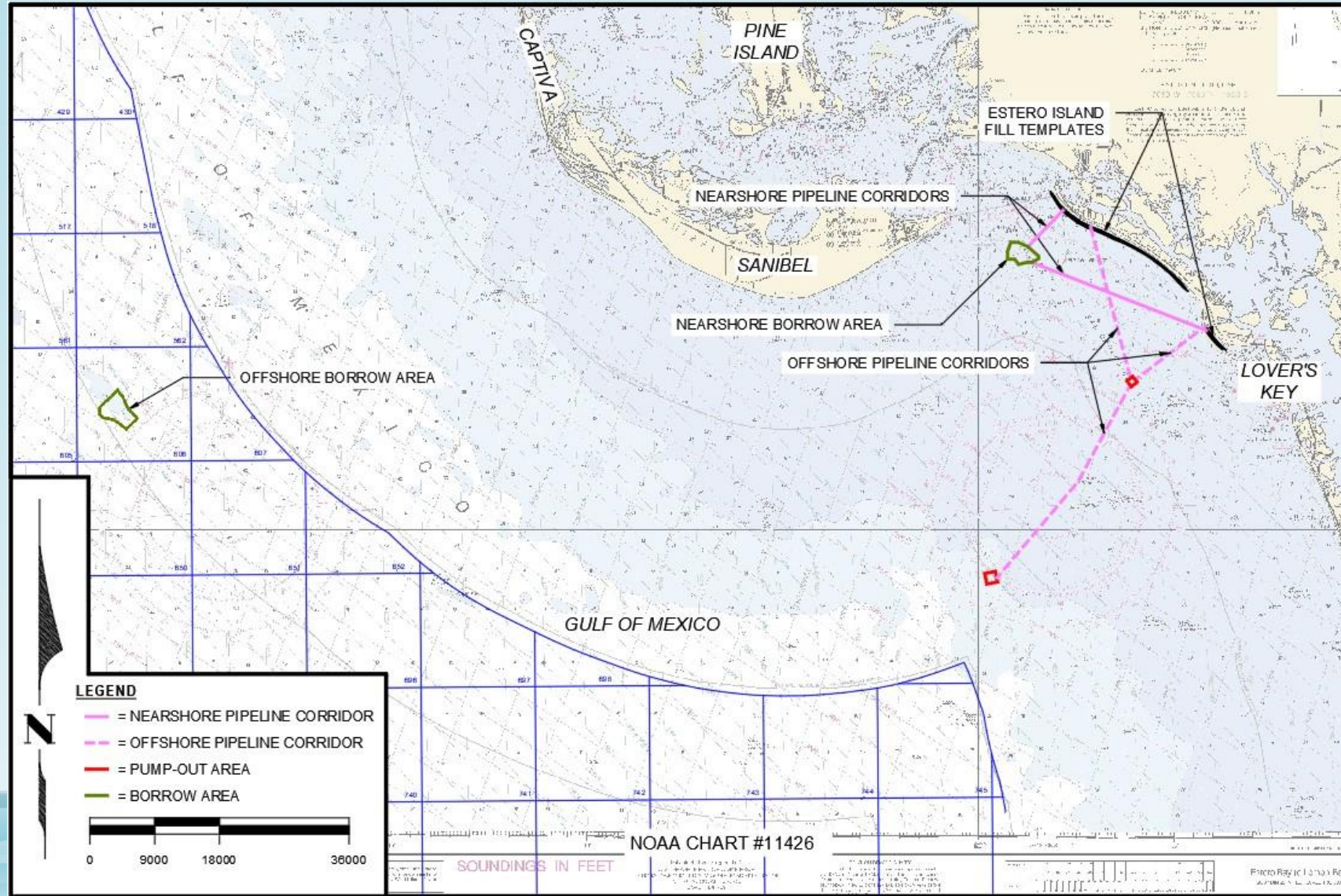
South



- North (2011) = 56,845 CY (FEMA Eligible)
- Natural Beach (Canal St South) = 163,576 CY
- Natural Beach = 89,406 CY (FEMA Emergency Berm)

BORROW AREAS

➤ Added Offshore Borrow Area, Pump-out Areas & Corridors



PERMIT STATUS

- FDEP – Issued Permit Jan 2023

- USACE

 - Published Public Notice

 - Initiating Consultation with USFWS

 - Working on Informal Expedited Stacked Consultation Request to NMFS

- Bureau of Ocean Energy Management Lease

 - Outer Continental Shelf Sand Resource

UPDATED PRELIMINARY OPINION OF PROBABLE PROJECT COST

➤ March 2022

❖ Volume ~ 905,000 CY

❖ Cost ~ \$23,053,000

➤ January 2023

❖ Volume ~ 1,036,015 CY

❖ Cost ~ \$25,155,000

➤ Volume % Diff ~ 14.5%

➤ Cost % Diff ~ 9.1%

ESTERO ISLAND BEACH RENOURISHMENT						
PRELIMINARY OPINION OF PROBABLE PROJECT COSTS						
ANTICIPATED YEAR OF CONSTRUCTION: 2023						
Item	Description	Unit	Quantity	Unit Price	Extended Price ¹	Subtotals
DP-1	Design and Permitting	LS	1	\$481,010	\$481,000	
DP-2	Permit Fee	LS	1	\$21,000	\$21,000	\$502,000
C-1	Mobilization/Demobilization	LS	1	\$7,065,000	\$7,065,000	
C-2	Beach Fill	CY				
C-2A	North-Central		645,845	\$13.70	\$8,848,000	
C-2B	South		390,170	\$14.10	\$5,501,000	
C-3	Environmental Protection	Days	150	\$350	\$53,000	
C-4	Turbidity Monitoring	Days	150	\$600	\$90,000	
C-5	Shorebird Abatement	Days	106	\$450	\$48,000	
C-6	Dune Vegetation	SY	8,300	\$13	\$107,900	\$21,712,900
CM-1	Construction Monitoring	LS	1	\$64,000	\$64,000	\$64,000
CP-1	Construction Phase Services	LS	1	\$473,000	\$473,000	\$473,000
M-1	Biological Monitoring	Years	1	\$50,000	\$50,000	
M-2	Physical Monitoring	Years	1	\$62,000	\$62,000	
M-3	Beach Tilling	Years	1	\$50,000	\$50,000	\$162,000
¹ Values rounded to the nearest \$1,000					Subtotal	\$22,913,900
					10% Contingency *	\$2,241,000
					Grand Total	\$25,154,900

BEACH PROJECT FUNDING

DESCRIPTION	VOLUME	COST	TOWN	COUNTY/TDC	FDEP	FL DEM	FEMA
DESIGN & PERMITTING		\$502,000	\$0	\$341,000	\$191,000	\$0	\$0
PRE-IAN DESIGN	905,000	\$22,303,000	\$931,648	\$7,555,083	\$13,816,269	\$0	\$0
CAT G IAN LOSS	56,845	\$1,380,222	\$0	\$0	\$172,528	\$172,528	\$1,035,166
ADDITIONAL LOSS	74,170	\$1,800,880	\$0	\$0	\$1,800,880	\$0	\$0
TOTALS	1,036,015	\$25,484,102	\$931,648	\$7,555,083	\$15,789,677	\$172,528	\$1,035,166

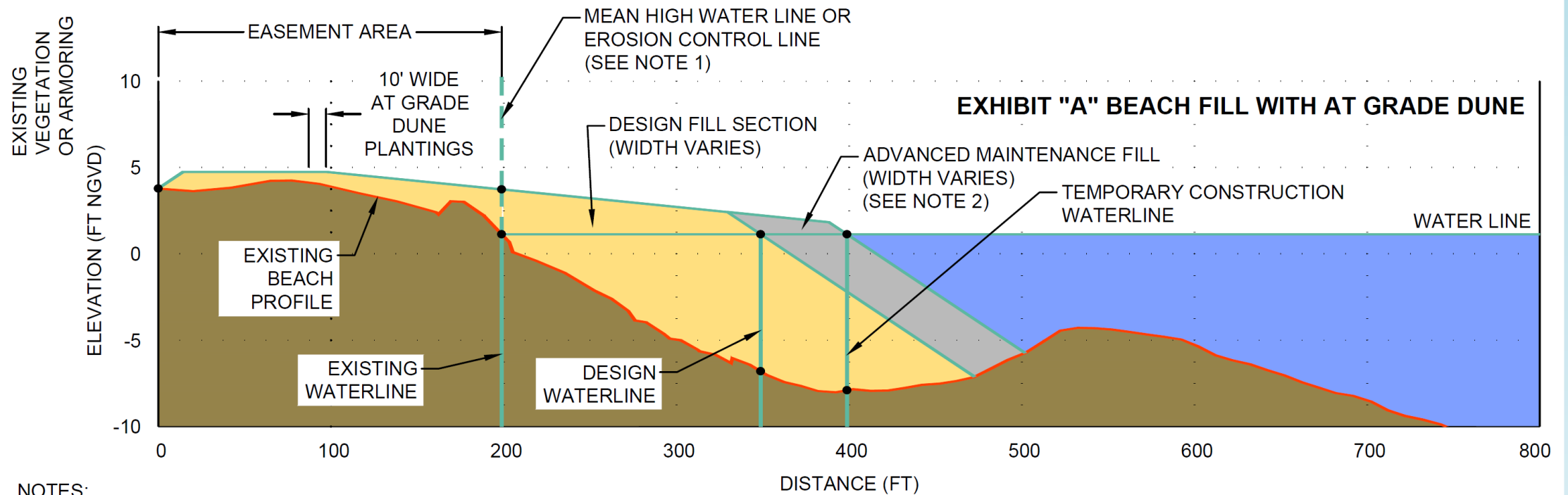
* Assumes Critical Wildlife Area Remains, FEMA Fast Tracks Approval Process to Enable Concurrent Construction of *Category G* Repair Project, and FDEP Pays Town Share of *Category G* Repair Project

CONSTRUCTION EASEMENTS

- Construction Easement (CE) Purpose
 - To allow for the Town, Contractor, Engineer, and Monitors to conduct work on private property
- Do I need to sign my Construction Easement (CE)?
 - Only if you want sand
- What “area” does the CE cover?
 - Definition Sketch



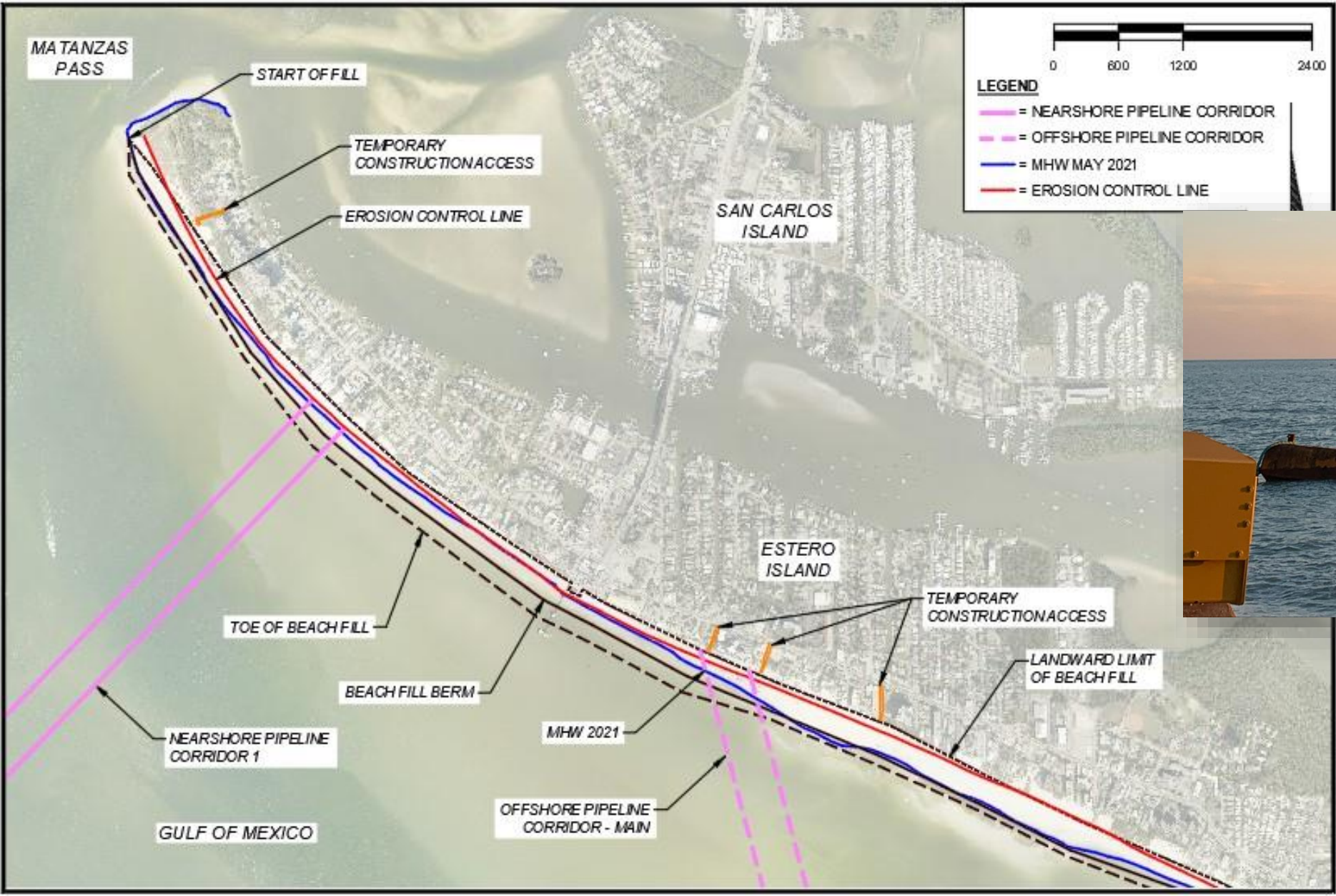
EASEMENT DEFINITION SKETCH



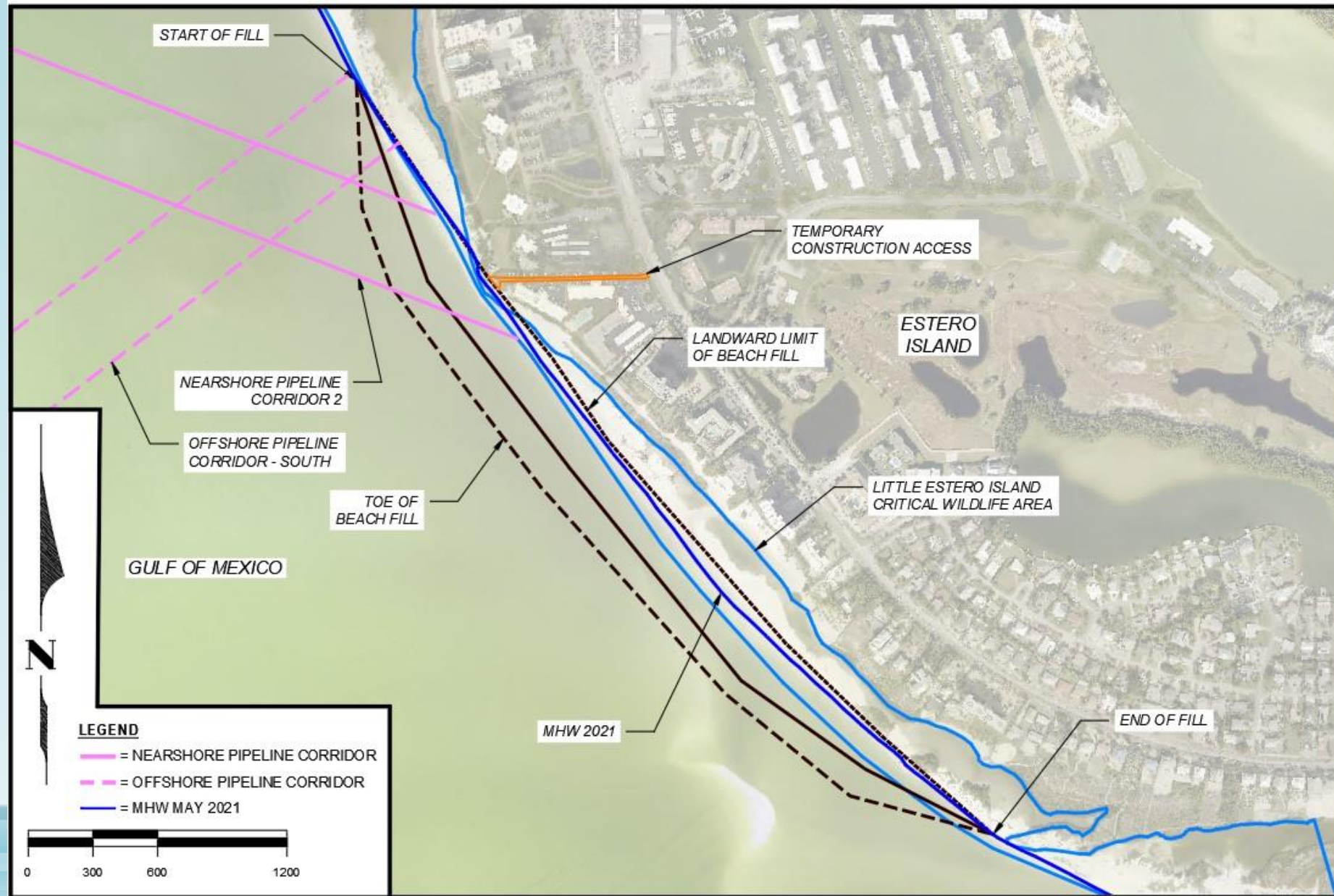
CONSTRUCTION DETAILS

- Beach Project Schedule
 - Goal is early fall 2023 start. 9-Month Const Window
- Construction Sequence
 - Contractor will be allowed to sequence their construction
 - Begin in area of greatest need
 - USACE scheduled to dredge Matanzas Pass [~August – November]
 - Shorebird & Sea Turtle Nesting Considerations
- Construction Access & Staging
 - Contractor will be allowed to utilize a portion of Newton Beach Park. Pipe and equipment will be brought to beach either from uplands or via ramp barge. Means and methods are up to contractor.

PIPELINE CORRIDORS & LANDINGS (NORTH)



PIPELINE CORRIDORS & LANDINGS (SOUTH)



WHAT TO EXPECT...

- When the pipeline first makes landing at the beach, the Contractor will pump sand to build a pad of sand. Once the pad is created the contractor will add pipe sections and progress along the beach using the grading equipment to shape the beach. The bulldozers, grading equipment and movable office will move with the beach fill advance. The active construction typically takes a few days to complete sand placement for 200 feet of beach. However, the pipeline remains in place through the end of pumping. Then the contractor has to final grade and till the beach.



POST-CONSTRUCTION REQUIREMENTS

- Beach Tilling

- Till beach for three consecutive seasons to loosen sand and enhance sea turtle nesting (hydraulically placed sand is artificially compacted)

- Sea Turtle Lighting Compliance

- Conduct lighting surveys/reporting

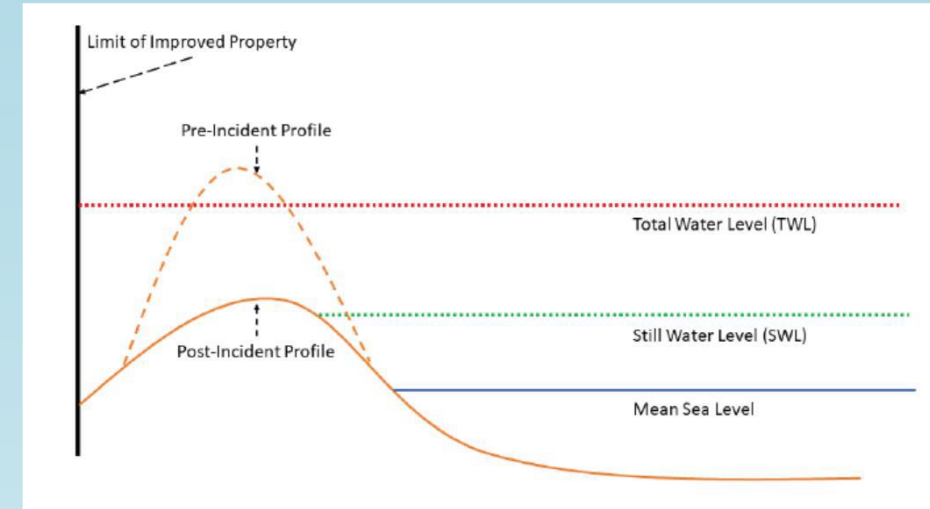
- Annual Monitoring

- Conduct beach profiles, aerial photos, and performance assessment

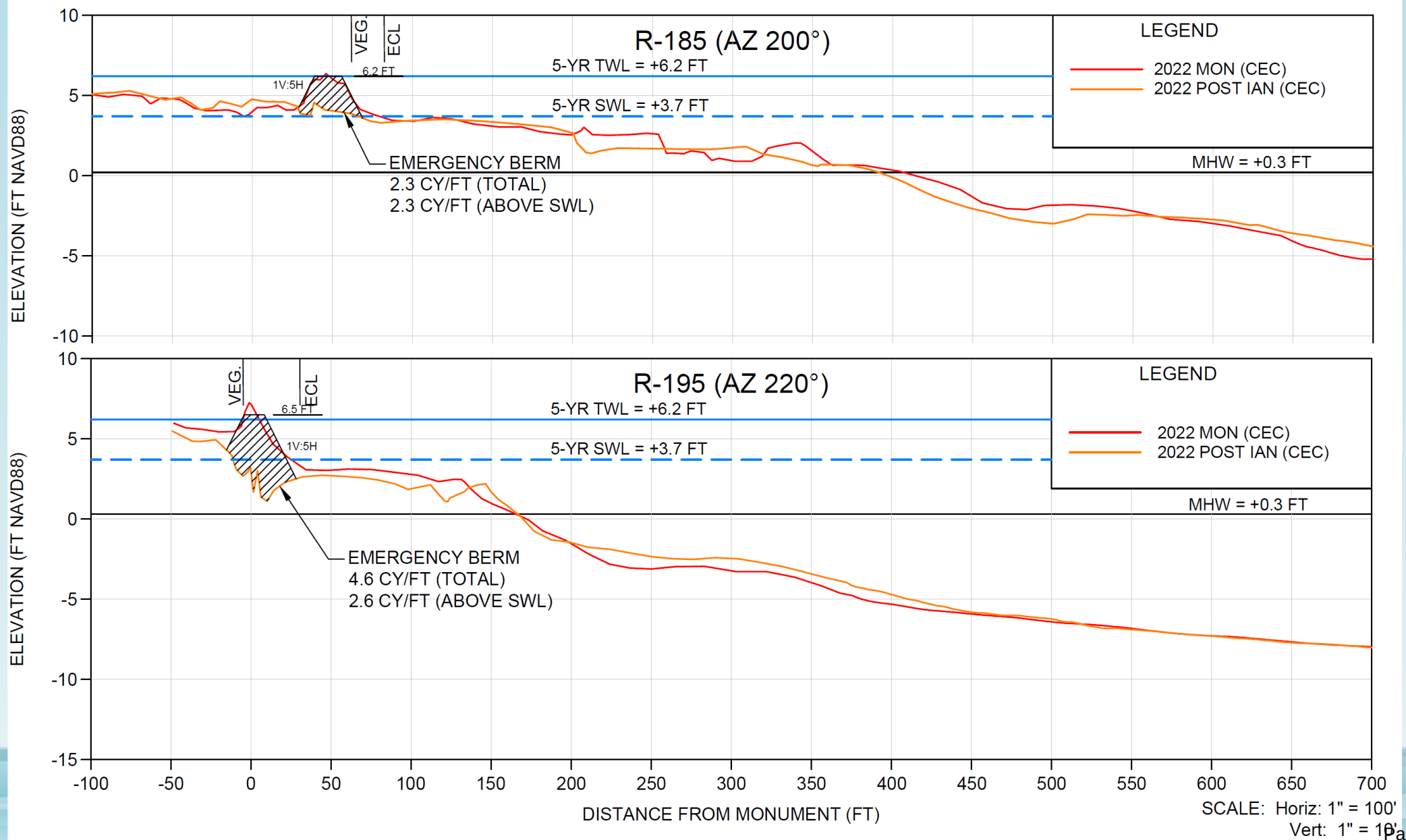


EMERGENCY BERM

- Natural Beach from Canal St. South
- Need Construction Easements
- Some Segments not Eligible per FEMA regulations
- According to FEMA (2020), “if a natural or engineered beach has eroded to a point where flooding from a 5-year storm could damage improved property, cost-effective emergency protective measures on the beach that protect the improved property against damage from that 5-year storm are eligible. Eligible measures typically include the construction of emergency sand berms to protect against additional damage from a 5-year storm.”
- To qualify for the FEMA emergency berms, it has to be demonstrated that a 5-year storm could damage improved property, i.e., the Still Water Level plus wave runup elevation for a 5-year storm exceeds the post-incident elevation of primary dune.



TYPICAL CROSS SECTIONS



FUNDING & SCHEDULE

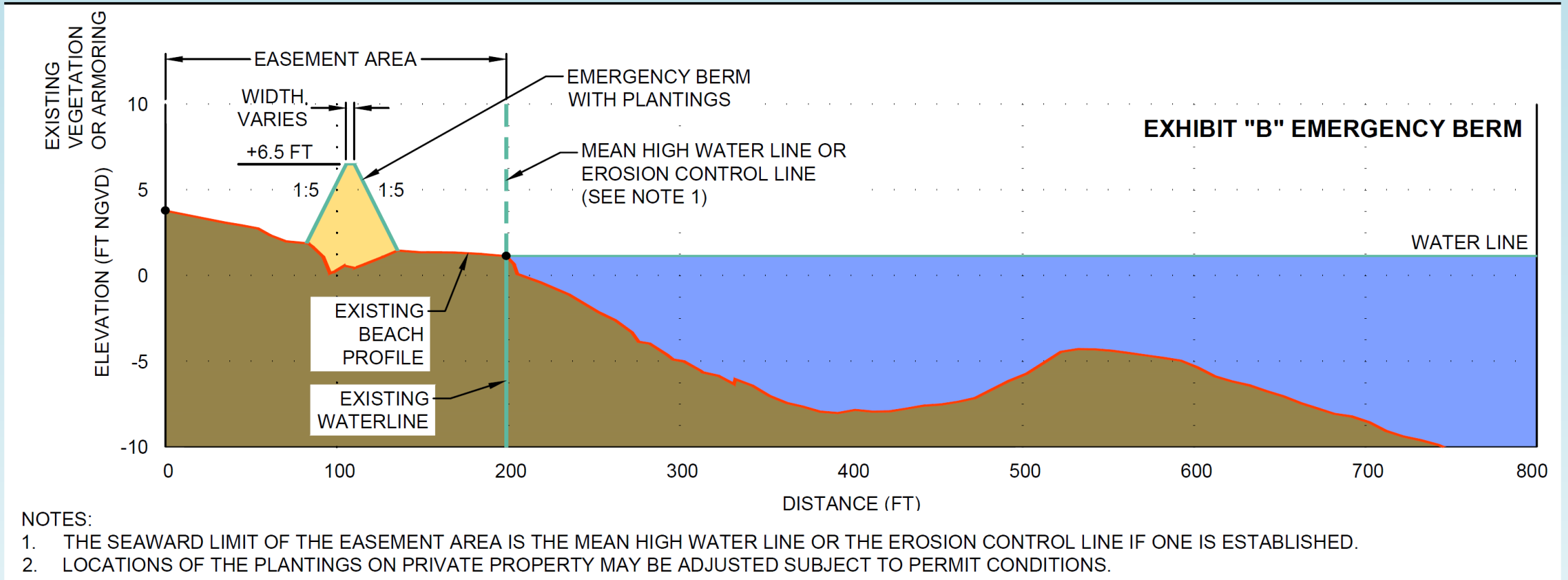
DESCRIPTION	VOLUME	COST	TOWN	COUNTY/TDC	FDEP	FL DEM	FEMA
EMERGENCY BERM	89,406	\$7,259,000	\$0	\$0	\$907,375	\$907,375	\$5,444,250

* Assumes FDEP Pays Town Share of *Category B* Emergency Berm Project

Schedule

- Feb: Award and Mobilize
- Mar–June: Construction
- August–September: Plant Vegetation

EASEMENT DEFINITION SKETCH



1. **Requested Motion:**

Meeting Date: February 6, 2023

Authorize the Town Manager to execute Supplemental Task Authorization #2 for Contract RFQ-21-09-EN with Coastal Engineering Consultants, Inc. for Estero Island Emergency Berm Construction Phase Services.

Why the action is necessary:

The vast majority of beachfront properties are susceptible to storm surge from a 5 year storm.

What the action accomplishes:

The scope for STA#2 for RFQ-21-09-EN includes Bid Phase Services, Construction Phase Services, Berm Planting Services, and Stakeholder and Admin Services.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

According to FEMA (2020), "if a natural or engineered beach has eroded to a point where flooding from a 5-year storm could damage improved property, cost-effective emergency protective measures on the beach that protect the improved property against damage from that 5-year storm are eligible. Eligible measures typically include the construction of emergency sand berms to protect against additional damage from a 5-year storm."

To qualify for the FEMA emergency berms, it has to be demonstrated that a 5-year storm could damage improved property, i.e., the Still Water Level (SWL) plus wave runup elevation for a 5-year storm exceeds the post-incident elevation of the primary dune. Coastal Engineering Consultants (CEC) computed elevations for the 5 year still water level and 5 year wave run up. Combining the run up with the SWL of 3.7 feet NAVD88 yields a 5-year total water level (TWL) of 6.2 feet NAVD88.

CEC analyzed the post Ian survey profiles to assess the post-storm dune elevations. These elevations were then compared to the 5-year TWL to determine if they were exceeded by it. It was concluded that the 5-year TWL exceeded the dune elevations for the entire beach segment between R-182 and R-210. This makes the entire R-182 to R-210 segment eligible for FEMA emergency berm placement.

CEC designed the Emergency Berm to fill scours and construct a berm to mitigate 5 year storm surge impacts to upland properties. The total volume of sand equates to 89,406 cubic yards.

Attachments:

1. 22502_STA 2-Estero Island Emergency Berm 20230109
2. 22302 EI FEMA Emergency Berm Eligibility Report - 20221207

Financial Impact:

The compensation for STA#2 for RFQ-21-09-EN is \$118,160. Tidal Basin advised this will be eligible for FEMA reimbursement.

6. **Alternative Action**

Do Not Authorize Supplemental Task Authorization #2 for Contract RFQ-21-09-EN for Estero Island Emergency Berm Construction Phase Services.

7. Management Recommendations:

Authorize the Town Manager to execute Supplemental Task Authorization #2 for Contract RFQ-21-09-EN for Estero Island Emergency Berm Construction Phase Services.

8. Recommended Approval:

Chadd Chustz, Environmental Services
Steve Poposki, Community Development Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 2/2/2023

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: 2

CONTRACT/PROJECT NAME: Estero Island Emergency Berm Construction Phase Services

CONSULTANT: Coastal Engineering Consultants, Inc.

PROJECT NO.: _____

SOLICIT NO.: Estero Island Beach Renourishment

CONTRACT NO.: RFQ-21-09-EN

REQUESTED BY: Chadd Chustz, Environmental Project Manager DATE OF REQUEST: 1/4/2023

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: January 9, 2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: January 9, 2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: January 9, 2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: January 9, 2023

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED:

By: Michael C. Hoff January 9, 2023
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

EXHIBIT A

Date: January 9, 2023

SCOPE OF PROFESSIONAL SERVICES

Estero Island Emergency Berm Construction Phase Services

1: Bid Phase Services

Assist Town coordinate bid process, one time. Assist Town prepare responses to bidder questions. Assist Town evaluate bids. Render recommendation for award to the lowest responsive bidder.

2: Construction Phase Services

Assist the Town administer the construction contract. Arrange, prepare for, and attend one (1) pre-construction meeting with the Town, contractor, and appropriate stakeholders designated by the Town Project Manager to discuss the Project construction; develop a Project schedule; review permits, plans, and specifications; identify concerns and issues; and establish lines of communication, and contact people.

Review contractor submittals for compliance with contract documents. Attend construction meetings with Town and contractor.

Conduct site visits during active construction in support of certifying project completion. Based on information obtained during such inspections and on such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the Town informed of the progress of the work. Prepare and submit summary reports of observations. Budget does not include nights or weekend overtime.

Review pay applications and recommend payments. Conduct as-built survey at same stations as pre-construction survey and prepare as-built survey deliverable.

Construction stakeout and progress/pay surveys are not included in this scope of work.

The budget is based on a 90-day construction window. Services beyond 90 days shall be provided as additional services.

3: Berm Planting Services

Specific to planting the berm, prepare construction plans to show the general scope, character and extent of the work to be furnished and performed by the contractor. The plans shall include horizontal and vertical control, survey baseline, planting plan, typical sections, staging area, and construction access.

Assist Town prepare and assemble Bid Documents with detailed construction specifications including description of work, special terms and conditions, quantity estimates, bid schedules, and technical specifications describing the general scope, character, and extent of work to be furnished and performed by the contractor.

Develop a Final Opinion of Probable Construction Cost. Construction costs shall be broken down by mobilization and demobilization, plantings, and placement.

Assist Town coordinate bid process, one time. Assist Town prepare responses to bidder questions. Assist Town evaluate bids. Render recommendation for award to the lowest responsive bidder.

Assist the Town administer the construction contract. Arrange, prepare for, and attend one (1) pre-

construction meeting with the Town, contractor, and appropriate stakeholders designated by the Town Project Manager to discuss the Project construction; develop a Project schedule; review permits, plans, and specifications; identify concerns and issues; and establish lines of communication, and contact people. Review contractor submittals for compliance with contract documents. Conduct limited number of site visits during active construction in support of certifying project completion. Based on information obtained during such inspections and on such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the Town informed of the progress of the work. Prepare and submit field reports of observations.

Review pay applications and recommend payments.

The budget is based on a 60-day construction window. Services beyond 60 days shall be provided as additional services.

4: Stakeholder and Administrative Services

Attend and present at two meetings such as Town Council and Town Committees. Provide technical support services for the Town specific to stakeholder coordination. The Town will be responsible for publishing notices and advertising for each meeting. Prepare for and participate in the meetings. Prepare a written summary of the meetings. Coordinate the project team's internal efforts and maintain informal contact with the Town staff. Prepare written monthly progress reports. Provide technical support to the Town with respect to construction easements.

Total Cost (of Job): *\$118,160*

EXHIBIT B

Date: January 9, 2023

COMPENSATION AND METHOD OF PAYMENT
ESTERO ISLAND BEACH RENOURISHMENT PHASE I

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	Bid Phase Services	\$3,300	LS	W.I.P.P.
Task 2	Construction Phase Services	\$84,920	LS	W.I.P.P.
Task 3	Berm Planting Services	\$25,690	LS	W.I.P.P.
Task 4	Stakeholder and Administrative Services	\$4,250	NTE	W.I.P.P.
TOTAL		\$118,160		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 1/9/2023, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 1/9/2023, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 9, 2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR
ESTERO ISLAND BEACH RENOURISHMENT PHASE I

Consultant or Sub-Consultant Name: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule Included in Master Contract			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: January 9, 2023

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast Lunch Dinner In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

*NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: January 9, 2023

TIME AND SCHEDULE OF PERFORMANCE

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 1	Bid Phase Services	45	45
Task 2	Construction Phase Services	105	150
Task 3	Berm Planting Services	60	210
Task 4	Stakeholder and Administrative Services	90	300

EXHIBIT D

Date: January 9, 2023

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

ESTERO ISLAND NATURAL BEACH
FEMA EMERGENCY BERM ELIGIBILITY REPORT



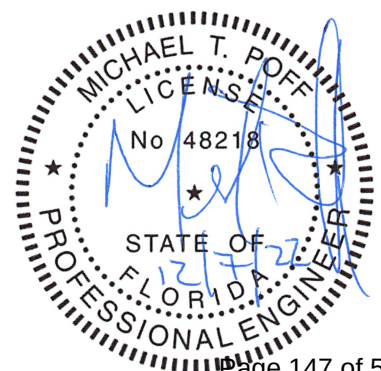
Prepared for:

Town of Fort Myers Beach

December 7, 2022

CEC File No. 22.302

Prepared by:



1 ESTERO ISLAND

Estero Island is a barrier island located in Lee County, Florida, along the Gulf of Mexico shoreline (Figure 1). The island is part of the Town of Fort Myers Beach. The erosion limits extend from the terminal groin at the north end of the island to Florida Department of Environmental Protection (FDEP) Reference Monument R-210. The north end of the island, from the terminal groin to R-182, was restored in 2011. The erosion limits for the natural beach extend from approximately R-182 (south of the Town's engineered beach) to R-210 (Figure 2). The coordinates for the Project Area are presented in Table 1.

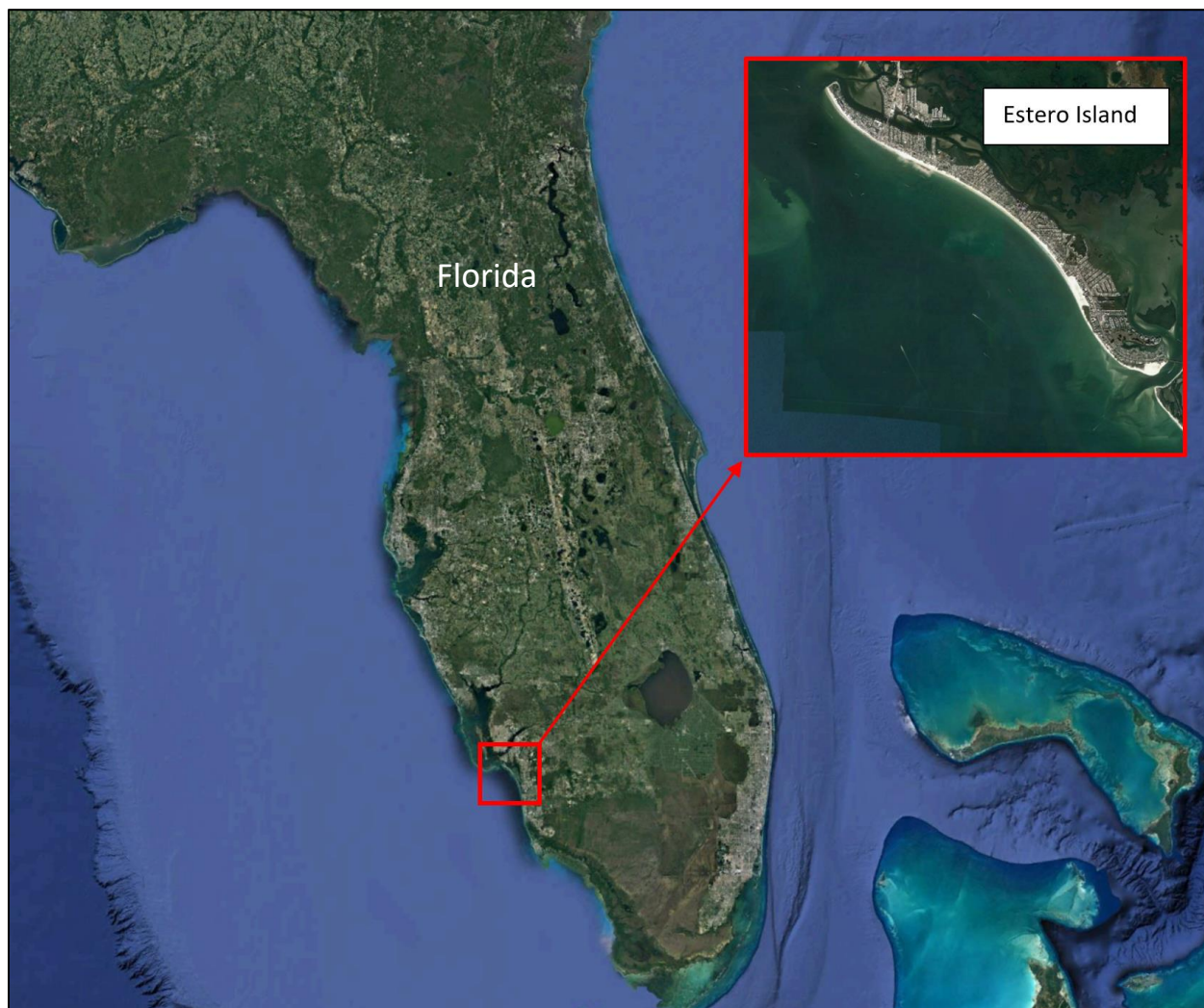


Figure 1. Estero Island Location Map (from Google Earth).

Table 1. Project Area Coordinates

R-Monument	Latitude	Longitude
R-182	N26° 27' 07.25"	W81° 57' 08.27"
R-210	N26° 24' 16.49"	W81° 53' 04.11"



Figure 2. Hurricane Ian Erosion Limits on the Natural Beach.

2 HURRICANE IAN

According to NOAA (<https://www.nesdis.noaa.gov/news/hurricane-ians-path-of-destruction>), after traveling a path of destruction throughout the Caribbean, Jamaica, the Cayman Islands, and western Cuba, on September 28, Hurricane Ian made first landfall in the United States near Cayo Costa in Southwest Florida as a Category 4 storm. After crossing over the Florida peninsula, Ian weakened to a tropical storm, then strengthened to a Category 1 hurricane and made a second landfall near Georgetown, South Carolina (Figure 3).

On the morning of September 28, Ian intensified into a Category 4 hurricane, with maximum sustained winds of 155 mph, just shy of a Category 5 storm. Ian came ashore near Cayo Costa, Florida, at 3:05 p.m. EDT with maximum sustained winds of 150 mph, tying the record for the fifth-strongest hurricane on record to strike the United States. It was the first Category 4 hurricane to impact Southwest Florida since Charley in 2004.

Ian thrashed parts of Florida's western coast, bringing intense winds, heavy rainfall, and catastrophic storm surges. A storm surge with inundation of an unprecedented 12 to 18 feet above ground level was reported along the Southwest Florida coast. CEC confirmed close to 16 feet of surge at the north end of Estero Island during a beach survey while checking into a previously established survey benchmark and measuring the scour elevation at Bowditch Point Park on the north end of the island.



Figure 3. Hurricane Ian's Path of Destruction (source: NOAA).

3 FEMA EMERGENCY BERMS ON BEACHES

According to FEMA (2020), "if a natural or engineered beach has eroded to a point where flooding from a 5-year storm could damage improved property, cost-effective emergency protective measures on the beach that protect the improved property against damage from that 5-year storm are eligible. Eligible measures typically include the construction of emergency sand berms to protect against additional damage from a 5-year storm."

To qualify for the FEMA emergency berms, it has to be demonstrated that a 5-year storm could damage improved property, i.e., the Still Water Level (SWL) plus wave runup elevation for a 5-year storm exceeds the post-incident elevation of the primary dune.

CEC was tasked to assist the Town of Fort Myers Beach in determining which segments on Estero Island's natural beach between R-182 and R-210 are eligible for placement of an emergency berm. CEC was also tasked to prepare emergency berm plans to depict the post-storm profile, 5-year SWL, 5-year Total Water Level (TWL), and proposed berm design.

4 METHODOLOGY TO COMPUTE 5-YEAR TOTAL WATER LEVEL FOR ESTERO ISLAND

Overview

According to FEMA (2020), the 5-year SWL is equal to the average water surface elevation of the rise in seawater level (surge) resulting from a 5-year storm, plus wave setup and the astronomical tide. The 5-year TWL is equal to the elevation of the wave runup predicted for a 5-year storm plus the SWL (Figure 4).

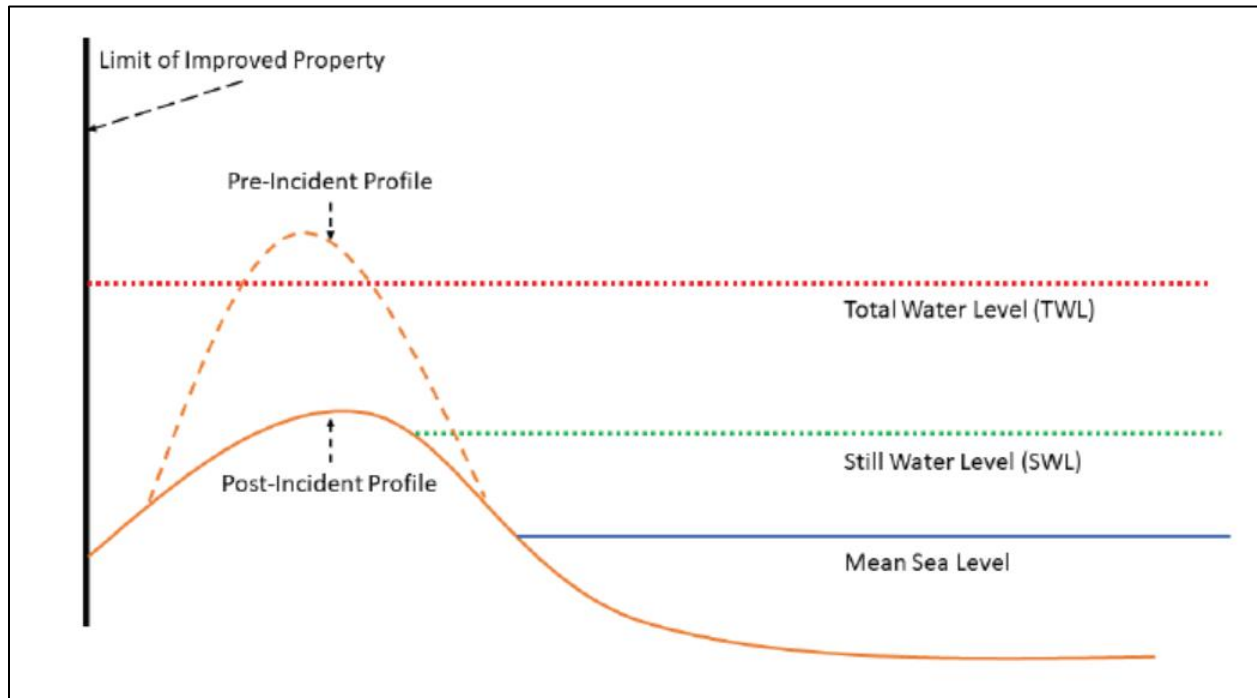


Figure 4. Determining Eligibility of Emergency Berms on Beaches (from FEMA, 2020).

5 Year SWL

To compute the 5-year SWL for Estero Island, a 5-year storm wave height was calculated first. USACE Wave Information Studies (WIS) Data Portal was utilized to analyze wave conditions specific to Estero Island (<https://wisportal.erdc.dren.mil/>). WIS produces a high-quality online database of hindcast, nearshore wave conditions covering U.S. coastlines. The data covered a 40-year period from January 1, 1980 through December 31, 2020. The time interval of the data was one hour.

WIS data used in the analysis were obtained at Station ST73295 located at 26.35°N, 82.05°W, approximately 9 miles offshore of Estero Island (Figure 5). Figure 6 presents a graph of wave height analysis at this station for storm events of various return periods developed by the U.S. Army Engineer Research & Development Center (ERDC). Based on the graph, the 5-year storm wave height is 5.9 feet. The ST73295 data series was analyzed to locate a recent storm event with a close match to the 5.9-foot-high wave.

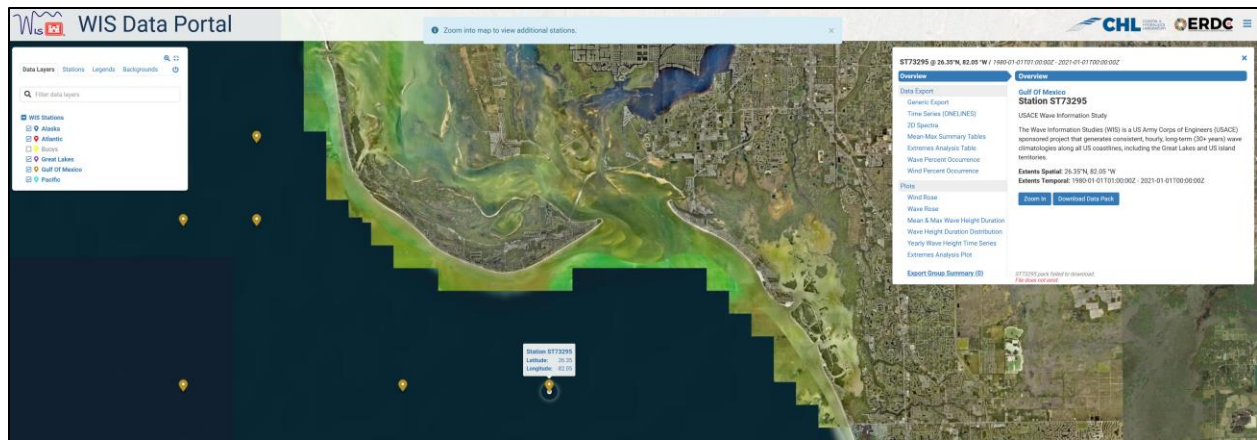


Figure 5. Location of WIS Station ST73295.

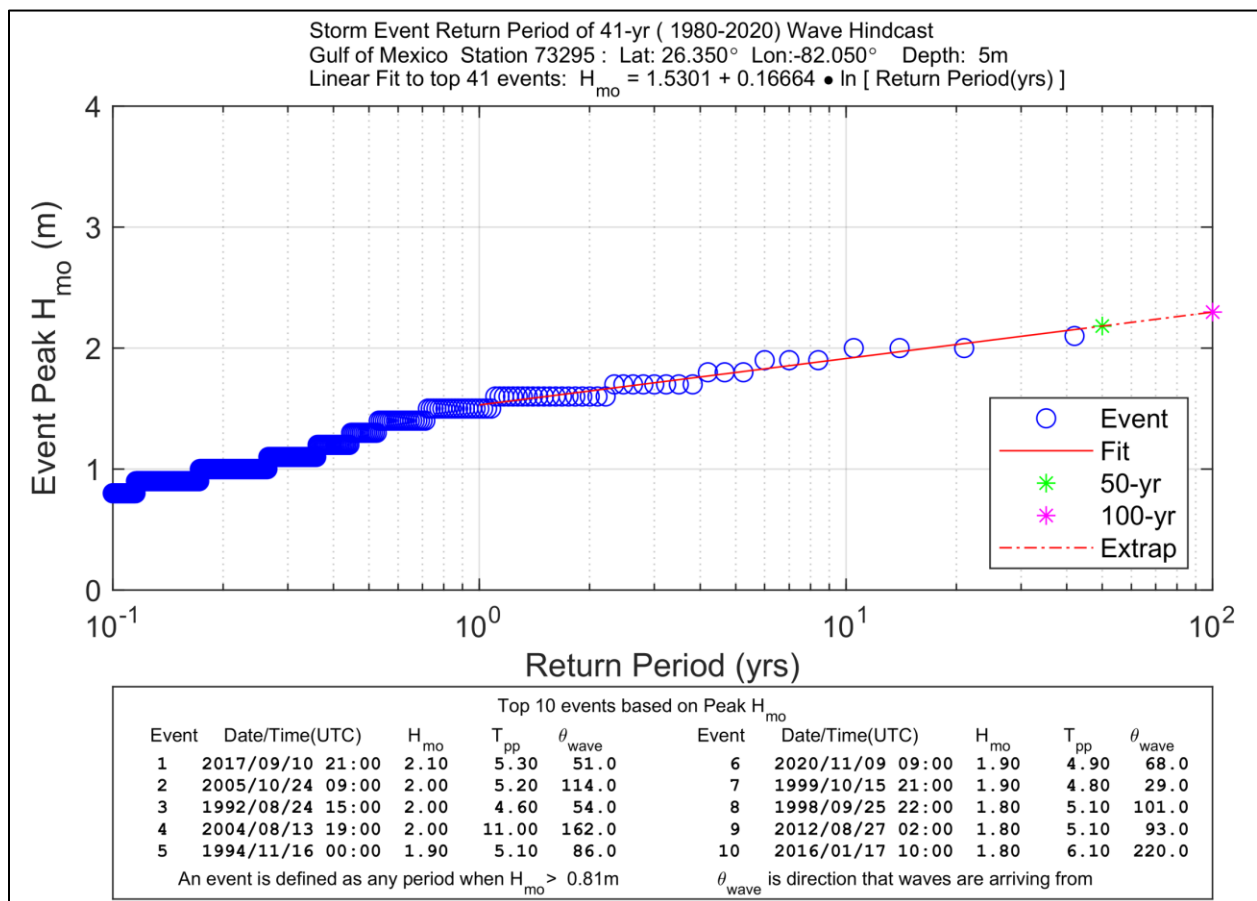


Figure 6. Storm Event Wave Height Analysis at ST73295.

Table 2 resents the time series of wave height and period during Tropical Storm Eta which impacted the area in November 2020. During the storm, the wave height at ST73295 reached 5.5 feet, its period was 8.6 seconds.

Table 2. Time Series of Wave Height and Period during 2020 Tropical Storm Eta.

Date/Time (UTC)	Wave Height	Wave Period
11/11/2020 1:00	2.1	3.7
11/11/2020 2:00	2.1	3.7
11/11/2020 3:00	2.2	3.8
11/11/2020 4:00	2.2	3.9
11/11/2020 5:00	2.2	4.0
11/11/2020 6:00	2.4	4.2
11/11/2020 7:00	2.7	4.4
11/11/2020 8:00	3.0	4.6
11/11/2020 9:00	3.4	4.9
11/11/2020 10:00	3.9	5.2
11/11/2020 11:00	4.5	5.7
11/11/2020 12:00	5.0	6.4
11/11/2020 13:00	5.2	7.1
11/11/2020 14:00	5.2	7.9
11/11/2020 15:00	5.3	8.4
11/11/2020 16:00	5.3	8.5
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11/12/2020 0:00	5.2	7.4
11/12/2020 1:00	5.1	7.0
11/12/2020 2:00	4.9	6.6
11/12/2020 3:00	4.7	6.3
11/12/2020 4:00	4.4	6.0
11/12/2020 5:00	4.1	5.8
11/12/2020 6:00	3.9	5.5
11/12/2020 7:00	3.6	5.3
11/12/2020 8:00	3.3	5.2
11/12/2020 9:00	3.0	5.0
11/12/2020 10:00	2.6	4.9
11/12/2020 11:00	2.3	4.9
11/12/2020 12:00	2.2	4.8
11/12/2020 13:00	2.1	4.7

To estimate the 5-year SWL, a water level record obtained from the closest NOAA tide station at the Naples Pier corresponding to the time period from Table 1 was analyzed (Figure 7). The figure presents predicted water level (blue line) and verified water level (green line). The difference between the two lines is the 5-year storm surge. The maximum 5-year surge value during this event was 3.4 feet.

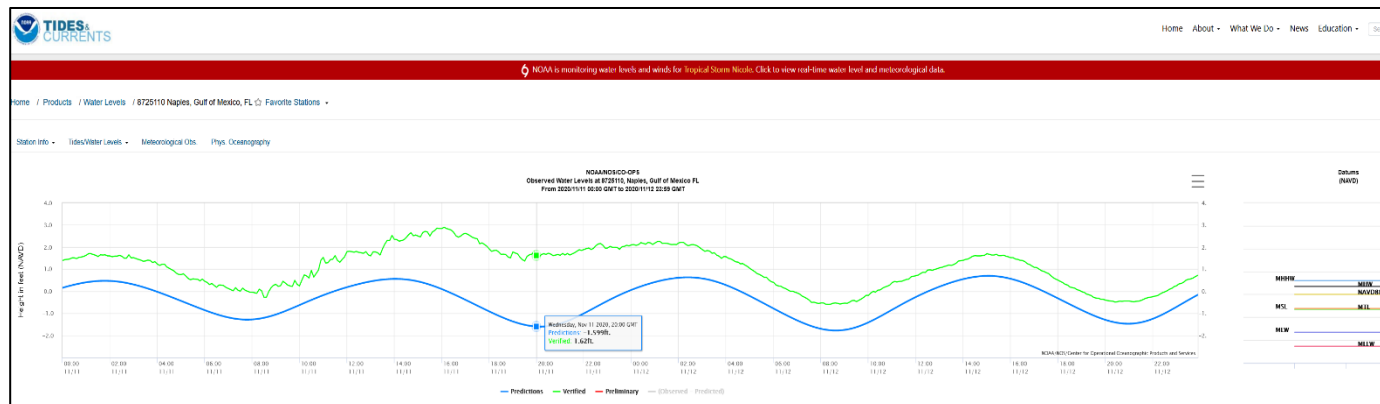


Figure 7. Predicted Water Level (blue line) and Verified Water Level (green line) at Naples Pier during 2020 Tropical Storm Eta.

The Mean High Water (MHW) elevation at Estero Island referenced to a vertical datum is 0.3 feet NAVD88. Combining the 5-year surge value with MHW yields a SWL of 3.7 feet NAVD88.

Wave Runup and TWL

To compute a 5-year wave runup, the ACES model developed by USACE Waterways Experimental Station was used. The wave runup calculation is based on the wave parameters such as height and period as well as the beach slope. Based on the October 2022 survey, the nearshore beach slope, Horizontal:Vertical, for Estero Island R-monument range R-182 through R-210 ranged from 29 to 93 with the average slope of 63. The ACES model results are presented in Figure 8. The runup value exceeded by 2% of runups, $R_{2\%}$, used in FEMA studies was equal to 2.5 feet. Combining the runup with the SWL of 3.7 feet NAVD88 yields a 5-year TWL of 6.2 feet NAVD88.

Figure 8. Wave Runup Calculation in ACES.

5 POST IAN ASSESSMENT OF ESTERO ISLAND BEACH PROFILES AND DUNES

The Post-Ian beach survey of Estero Island was conducted by CEC between October 11-26, 2022. The prior survey of the island was conducted by CEC between May 31 – June 13, 2022. The beach profiles at each R-monument between R-182 and R-210 are presented in Appendix 1.

CEC analyzed the post Ian survey profiles to assess the post-storm dune elevations. These elevations were then compared to the 5-year TWL to determine if they were exceeded by it. Figure 9 presents this comparison analysis based on which it was concluded that the 5-year TWL exceeded the dune elevations for the entire beach segment between R-182 and R-210. This makes the entire R-182 to R-210 segment eligible for FEMA emergency berm placement.

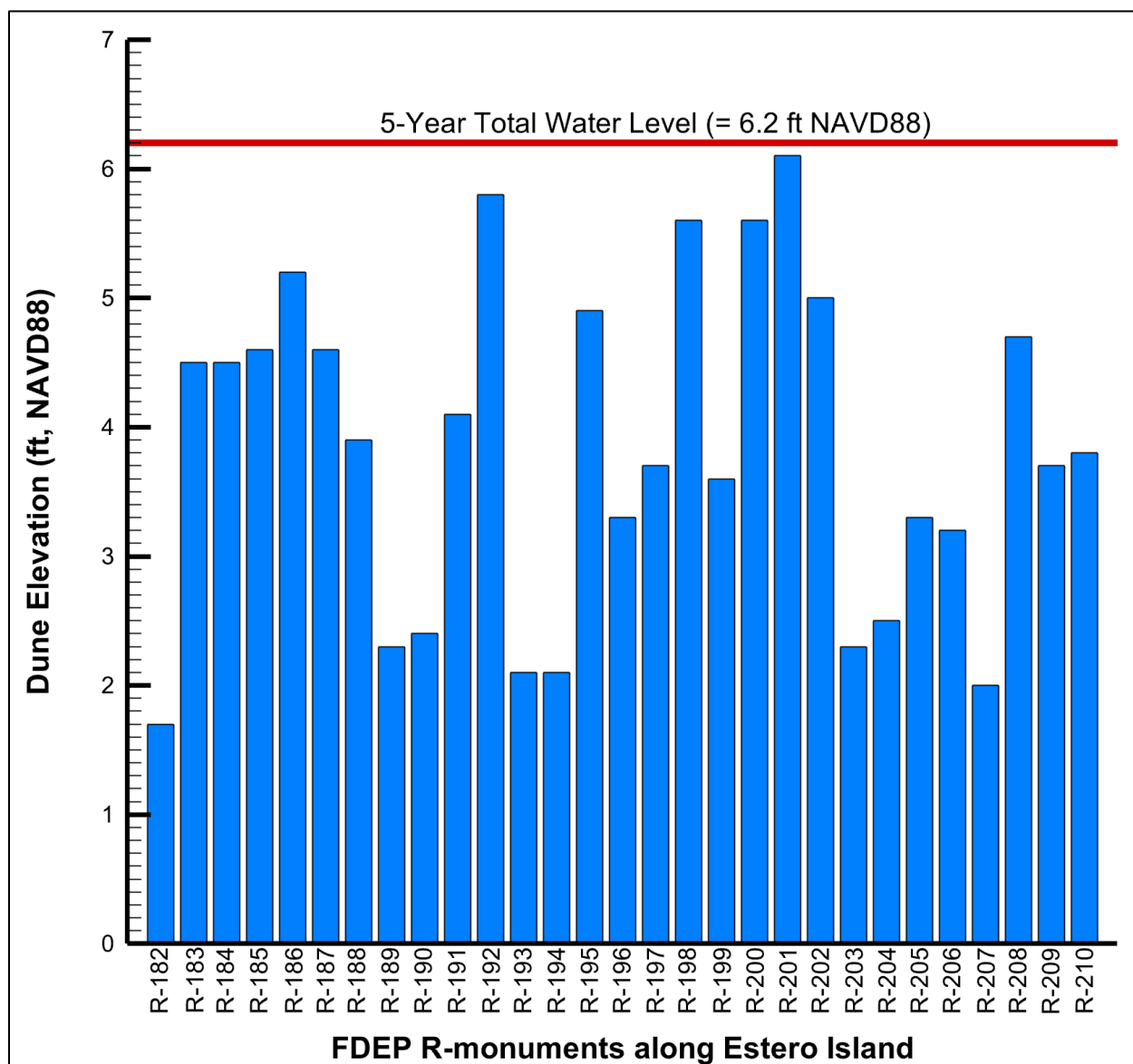


Figure 9. Comparison between 5-year TWL and Post-Storm Dune Elevations.

6 EMERGENCY BERM DESIGN

Figures 10 and 11 present emergency berm design at R-185 and R-188. The design at R-185 would restore the dune that was lost due to Ian; its total fill density is 2.3 CY/FT and all of it is above the 5-year SWL. The design at R-187 would fill the scour below the 5-year SWL resulted from Ian and build a berm on top of that; its total fill density is 7.3 CY/FT with 6.0 CY/FT above the 5-yr SWL. The berm design for all of the beach profiles is presented in Appendix 1.

Table 3 presents the designed emergency berm fill volumes. Three types of volumes were calculated: below 5-year SWL, above 5-year SWL, and combined. The total volumes equates to 89,406 cubic yards (CY).

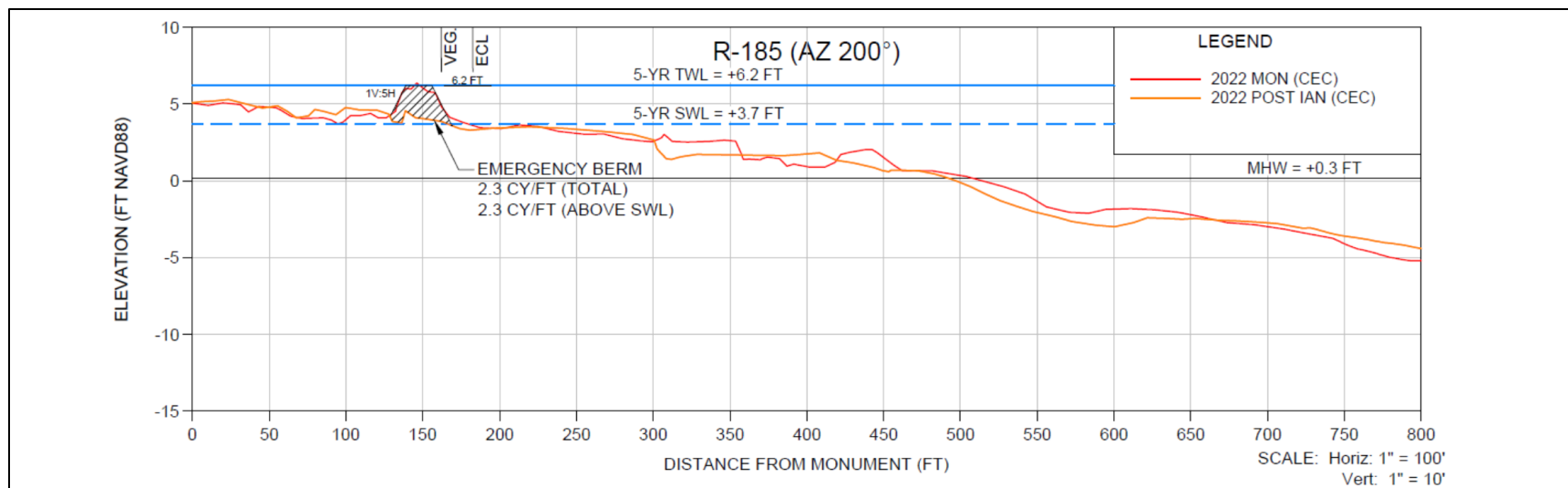


Figure 10. Emergency Berm Design at R-185.

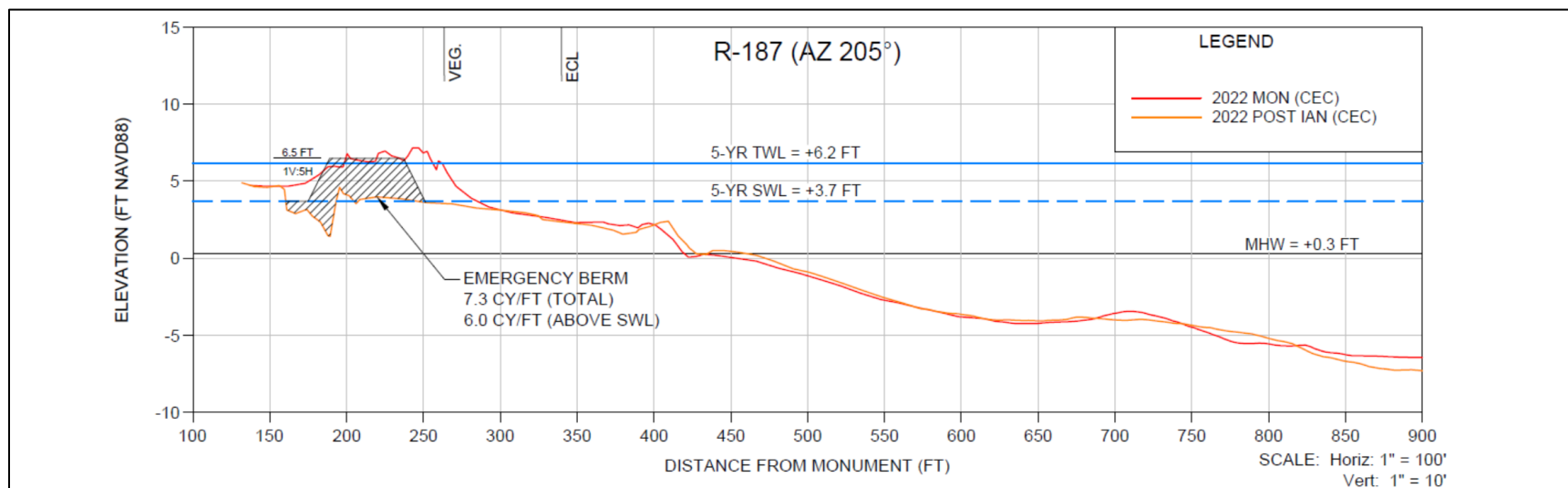


Figure 11. Emergency Berm Design at R-187.

Table 3. Emergency Berm Fill Volumes.

MONUMENT	VOLUME BELOW SWL	VOLUME ABOVE SWL	COMBINED VOLUME
	(YD ³)	(YD ³)	(YD ³)
R-182			
	1,242	1,499	2,741
R-183			
	1,286	1,661	2,946
R-184			
	53	1,786	1,838
R-185			
	0	1,078	1,078
R-186			
	922	4,255	5,176
R-187			
	2,246	6,498	8,745
R-188			
	2,630	1,599	4,229
R-189			
	2,162	1,357	3,519
R-190			
	2,145	2,502	4,647
R-191			
	3,747	3,483	7,229
R-192			
	2,405	2,532	4,937
R-193			
	2,415	2,350	4,765
R-194			
	1,412	1,365	2,777
R-195			
	2,055	1,416	3,471
R-196			
	1,446	1,553	2,999
R-197			
	147	1,816	1,963
R-198			
	2,105	1,606	3,711
R-199			
	2,007	1,254	3,261
R-200			
	569	1,966	2,536
R-201			
	0	1,389	1,389
R-202			
	3,532	3,606	7,138
R-203			
	2,575	1,449	4,024
R-204			
	0	337	337
R-205			
	185	863	1,048
R-206			
	263	986	1,248
R-207			
	53	428	481
R-208			
	0	0	0
R-209			
	282	892	1,173
R-210			
TOTAL	37,883	51,523	89,406

7 SCOPE OF WORK

The Town intends to use Contract Services to install an Emergency Berm constructed of 89,406 CY of beach compatible sand that will be obtained from “a properly licensed, permitted, and qualified supplier of the material”.. The Emergency Berm was designed to help protect improved property from a 5-year event.

The Town will also install native dune vegetation in a 10-foot wide strip along the Emergency Berm as required by the Town’s Comprehensive Plan and Land Development Code Policy 5-D-1 ii which states: *“Sand dunes should be protected and recreated wherever they have been removed. Native dune plants should be protected and non-native exotics removed”* and Policy 6-E-3 which states *“The Town will implement the following measures to promote the restoration of beach and dune systems: Initiate a program to recreate a dune line and plant appropriate vegetation such as sea oats wherever sand dunes have been destroyed.”*

The Emergency Berm will be constructed under the Florida Department of Environmental Protection’s Emergency Order, OGC NO. 22-2602, DEP #22-2145. Section C.2 states “This section applies to activities conducted within the Emergency Area seaward of the CCCL as established by Chapter 62B-26, Florida Administrative Code. Emergency Permits may be issued by the Division of Resilience and Coastal Protection pursuant to Rule 62B-33.014, Florida Administrative Code. This Order constitutes the declaration of a shoreline emergency and activates emergency protection and permitting procedures established in s. 161.085 (3), Florida Statutes, and in Rules 62B-33.0051(5) and 62B-33.014, Florida Administrative Code. Subsection a.(3) authorizes the restoration of a dune system using beach compatible sand from an upland sand source.”

The Town proposes the following schedule for the Emergency Berm Project.

- FEMA Category B Approval: December 2022 – January 2023
- Final Design: December 2022 – January 2023
- Bid Process: January – February 2023
- Construction: March – May 2023.

The Engineer’s Opinion of Probable Cost is presented in Table 4. The unit prices were based upon the cost of previous projects in the area. The costs include mobilization/demobilization, construction access and staging, sand production, delivery and placement, dune vegetation, engineering, surveys, and construction monitoring. The total cost opinion is \$7,259,000. The all-inclusive, in-place cost per cubic yard equates to \$81.19/ CY.

Table 4. Opinion of Probable Construction Cost

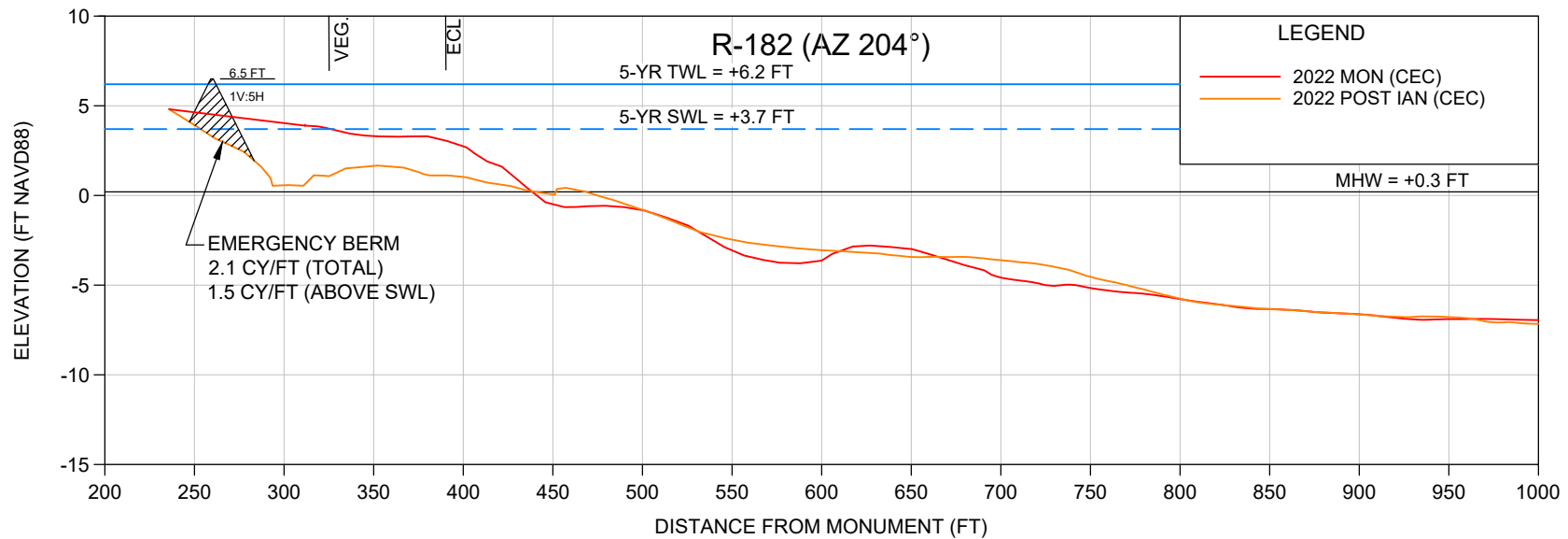
ESTERO ISLAND EMERGENCY BERM ORDER OF MAGNITUDE PROJECT COST ANTICIPATED YEAR OF CONSTRUCTION: 2023						
Item	Description	Unit	Quantity	Unit Price	Extended Price*	Subtotals
C-1	Mobilization/Demobilization	LS	1	\$135,000	\$135,000	
C-2	Construction Access/Staging	LS	1	\$90,000	\$90,000	
C-3	Maintenance of Traffic	LS	1	\$150,000	\$150,000	
C-4	Sand (Production)	CY	89,406	\$10	\$894,000	
C-5	Sand (Delivery/Placement)	CY	89,406	\$60	\$5,364,000	
C-6	Surveys	LS	1	\$150,000	\$150,000	
C-7	Dune Vegetation	SY	29,100	\$12	\$349,000	\$7,132,000
D-1	Design and Permitting	LS	1	\$27,000	\$27,000	
D-2	Inspections	LS	1	\$100,000	\$100,000	\$127,000
*Costs are rounded to nearest thousand dollars					Total	\$7,259,000

8 REFERENCES

FEMA 2020. "Public Assistance Program and Policy Guide." Version 4, June 1, 2020.

APPENDIX 1

ESTERO ISLAND BEACH PROFILES AND EMERGENCY BERM DESIGN



SCALE: Horiz: 1" = 100'
Vert: 1" = 10'

SHEET 1
FILE NO: 22302-R182

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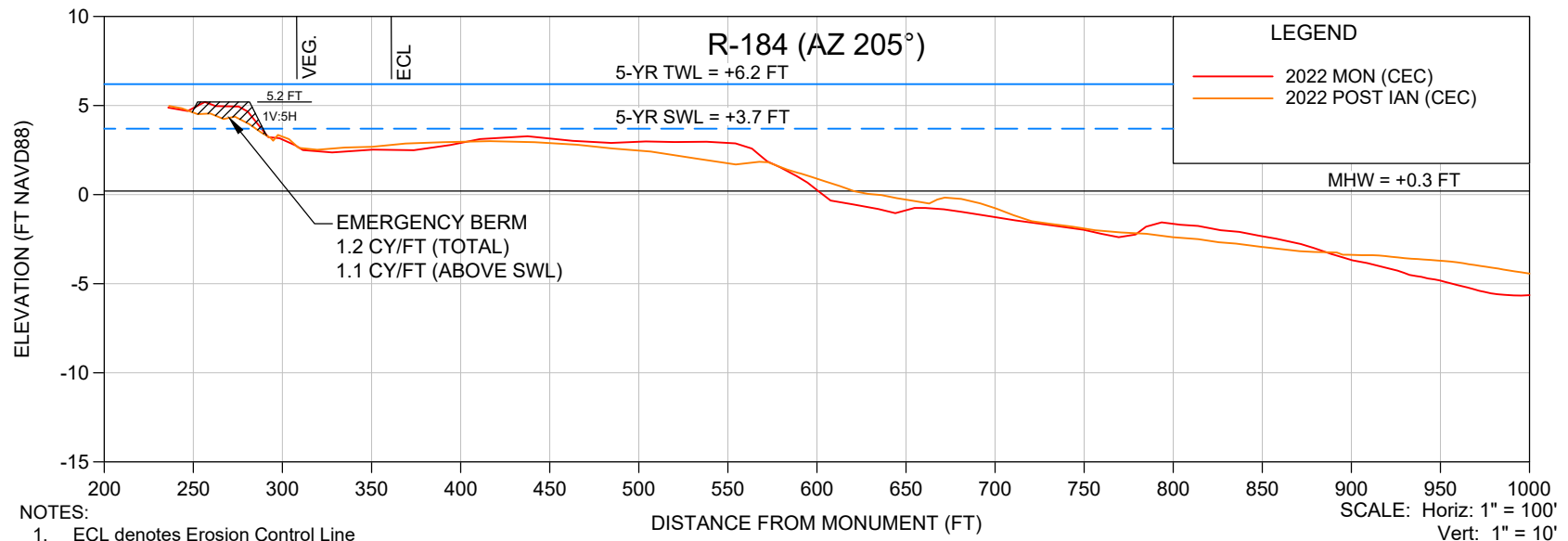
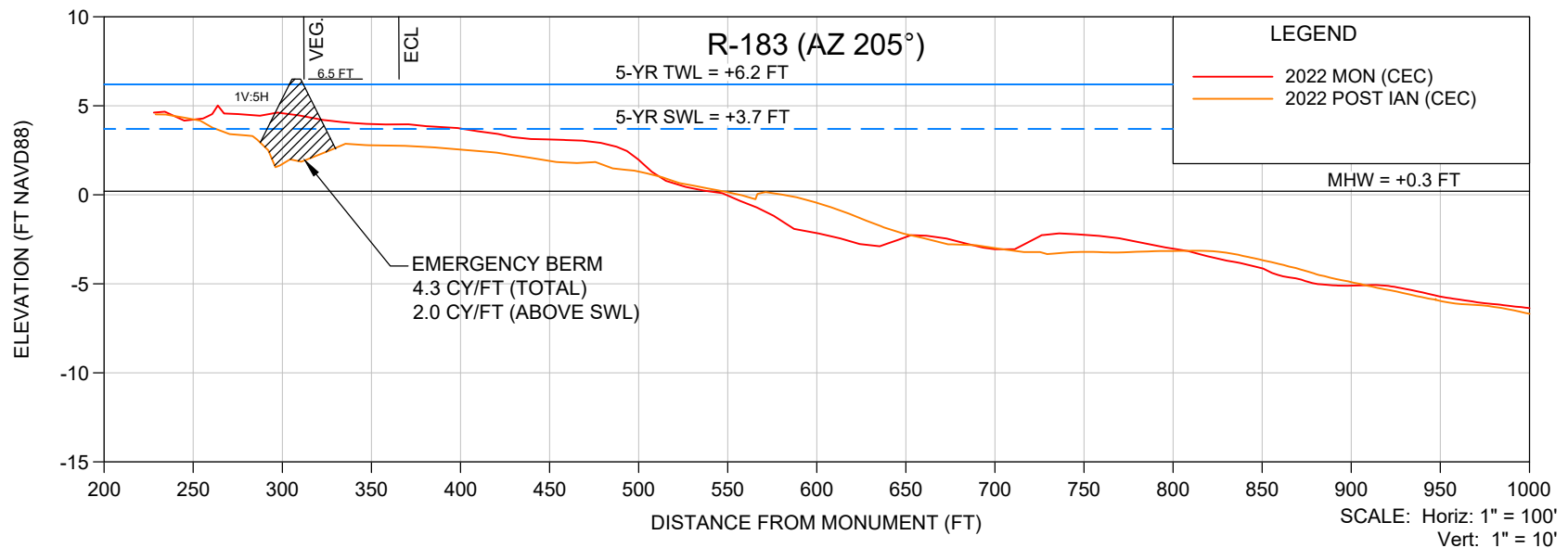
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NOTES:

1. ECL denotes Erosion Control Line
2. VEG denotes pre-Ian seaward limit of vegetation

SHEET 2

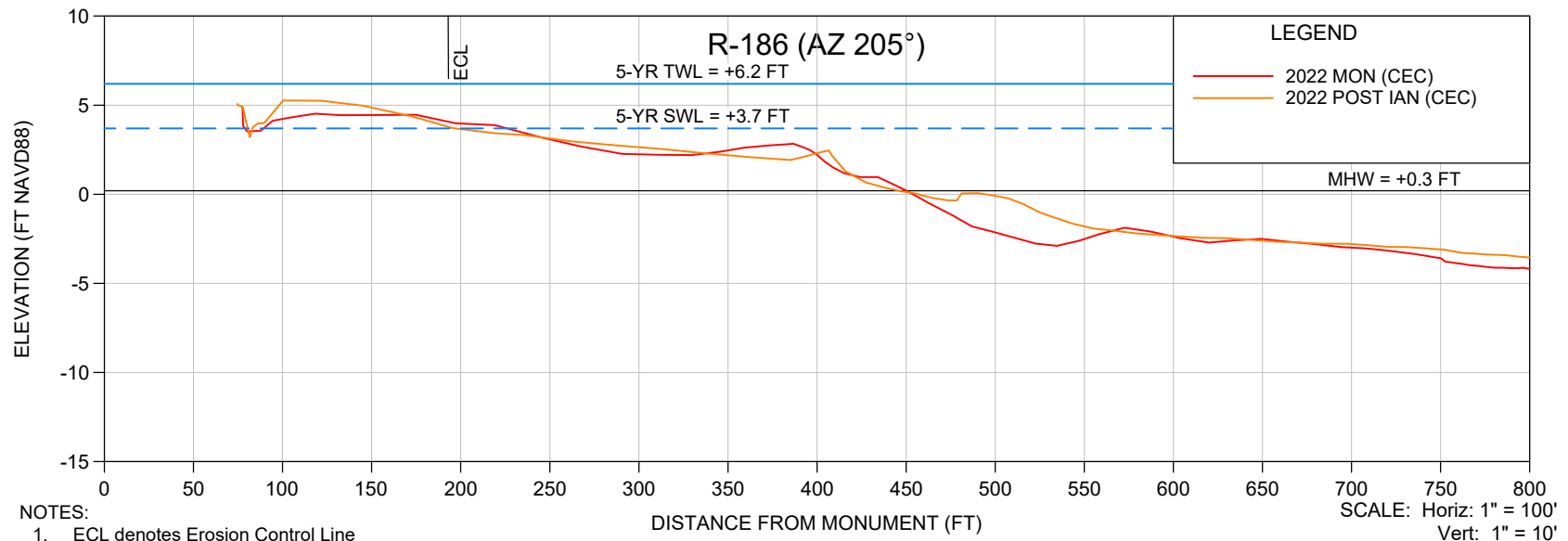
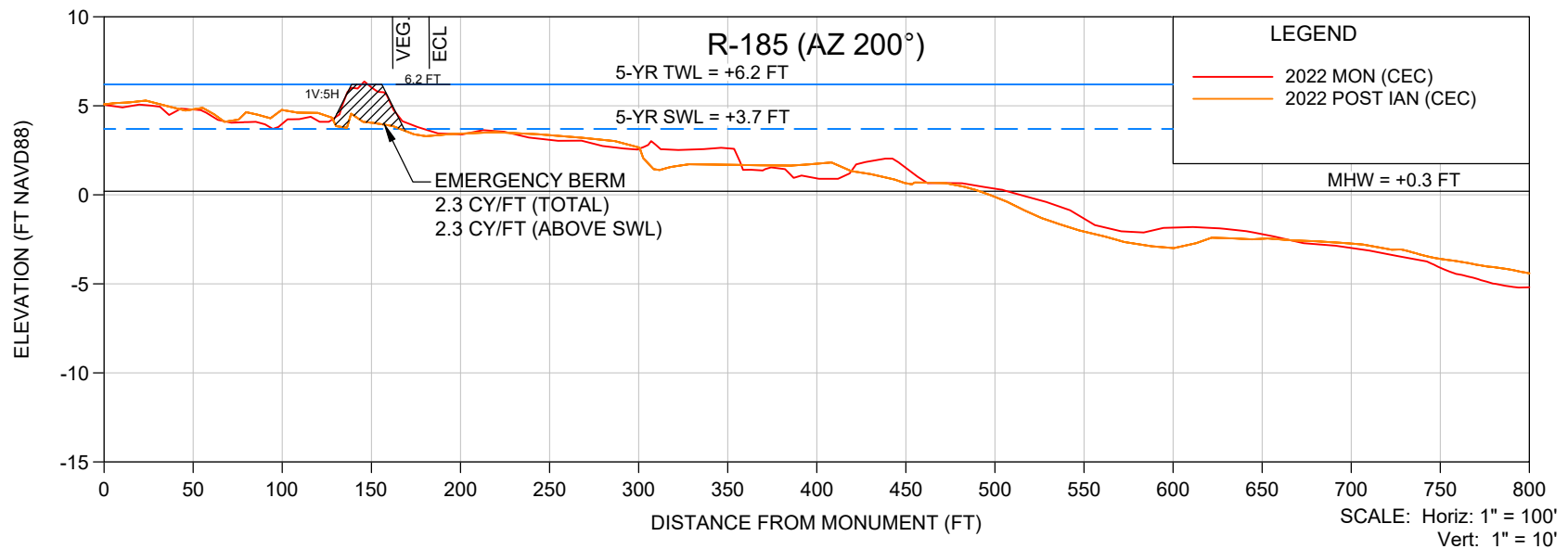
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- NOTES:
1. ECL denotes Erosion Control Line
 2. VEG denotes pre-ian seaward limit of vegetation

SHEET 3
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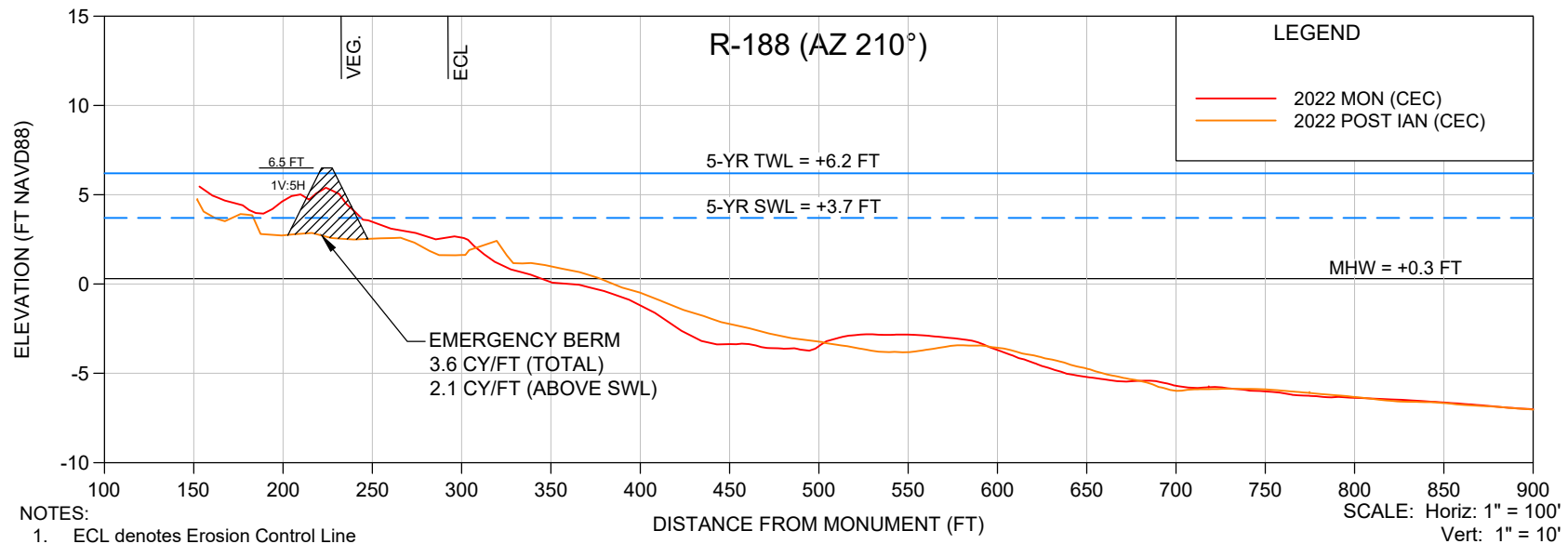
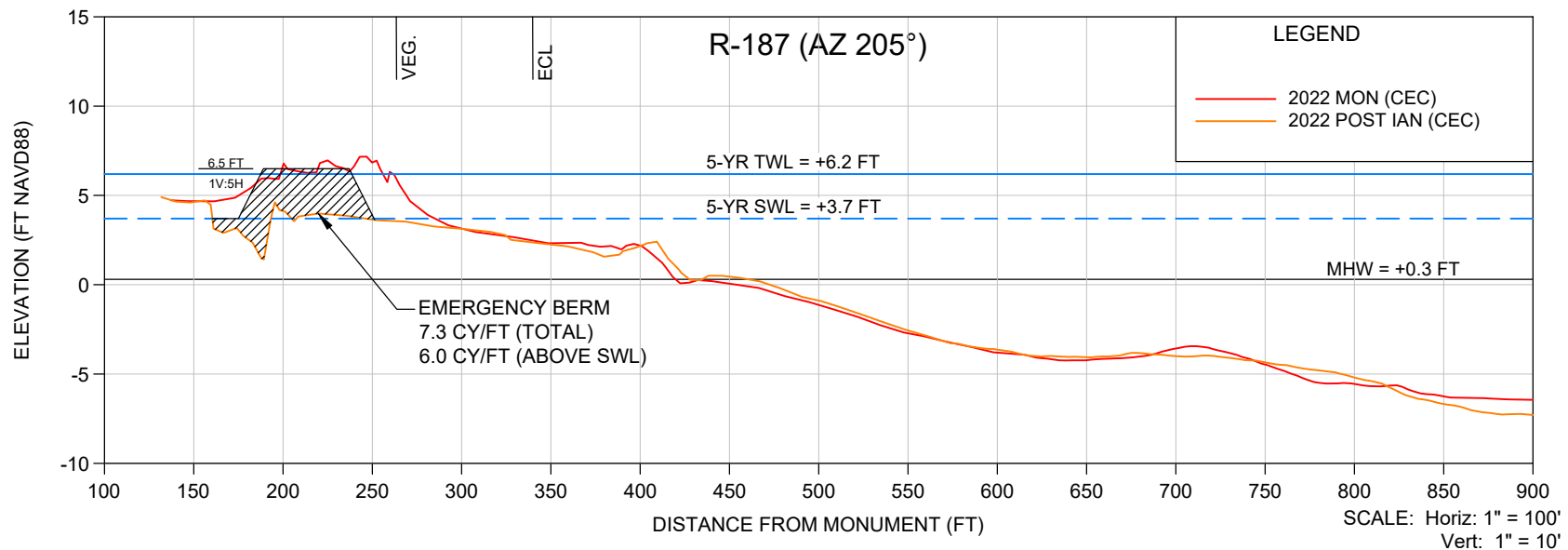
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NOTES:

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SHEET 4

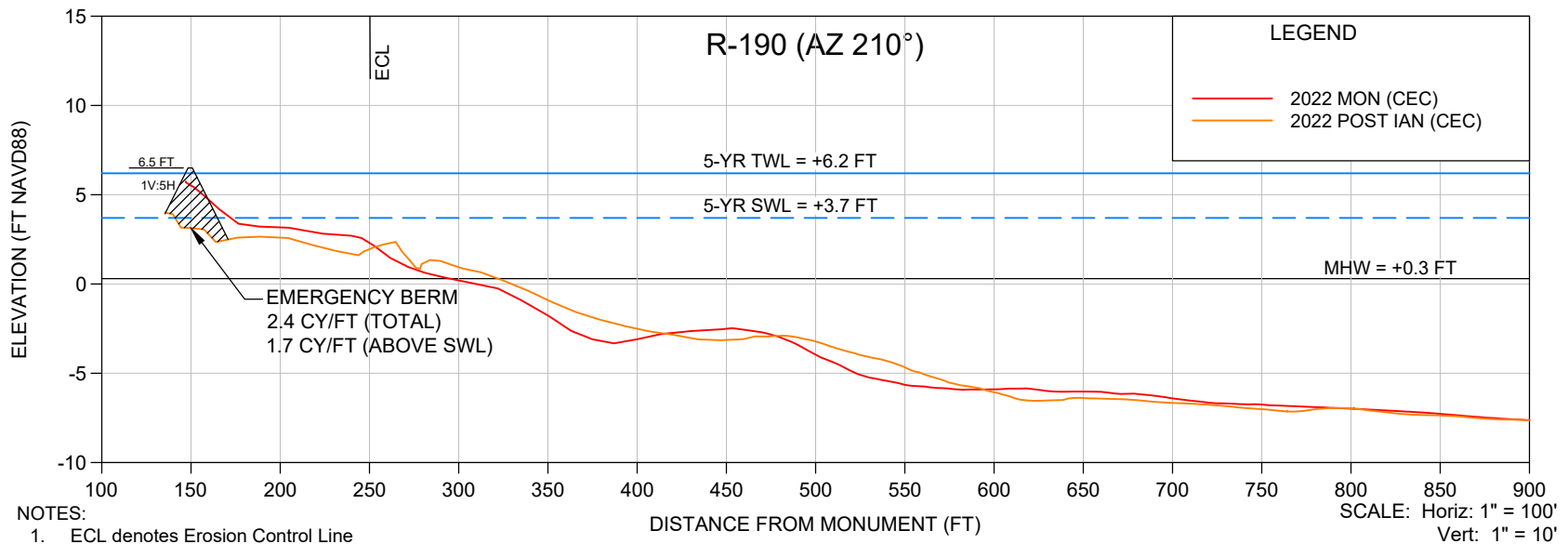
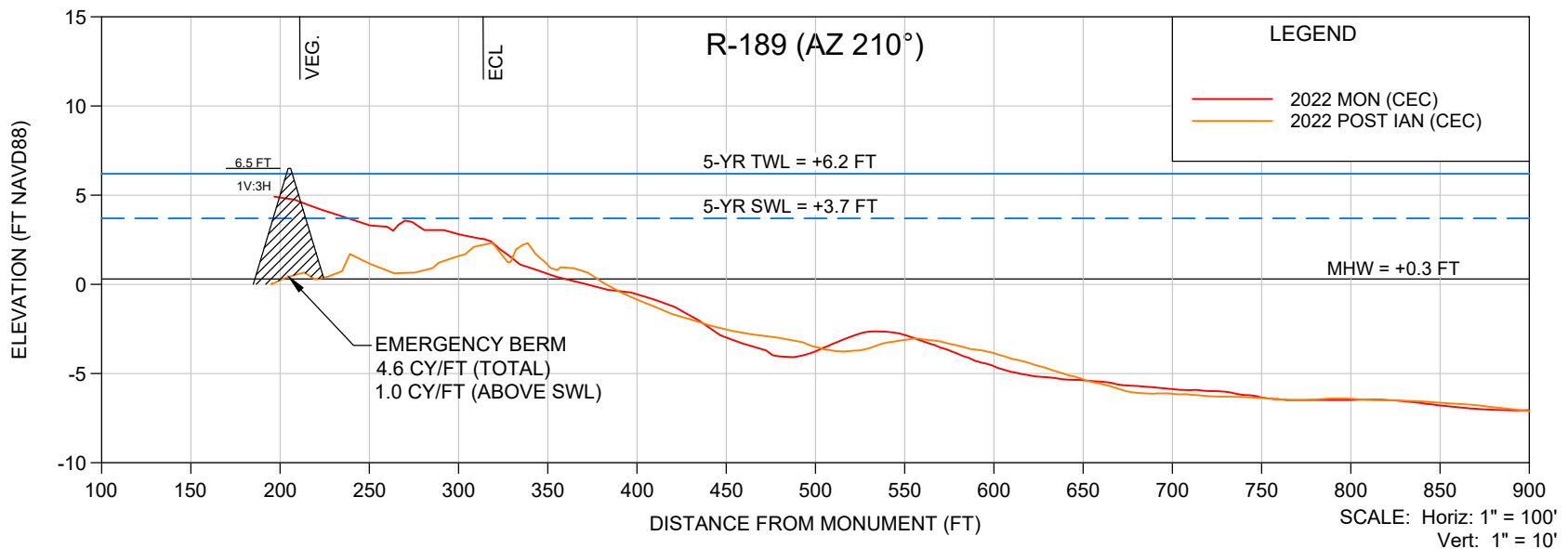
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SHEET 5

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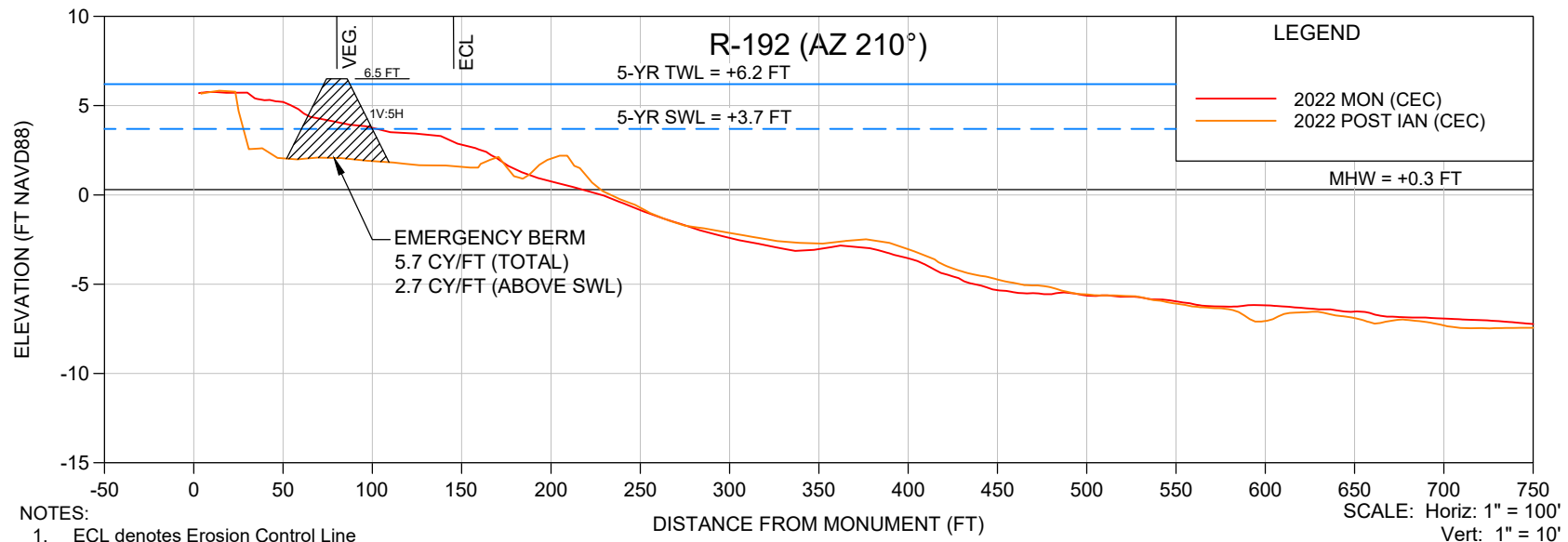
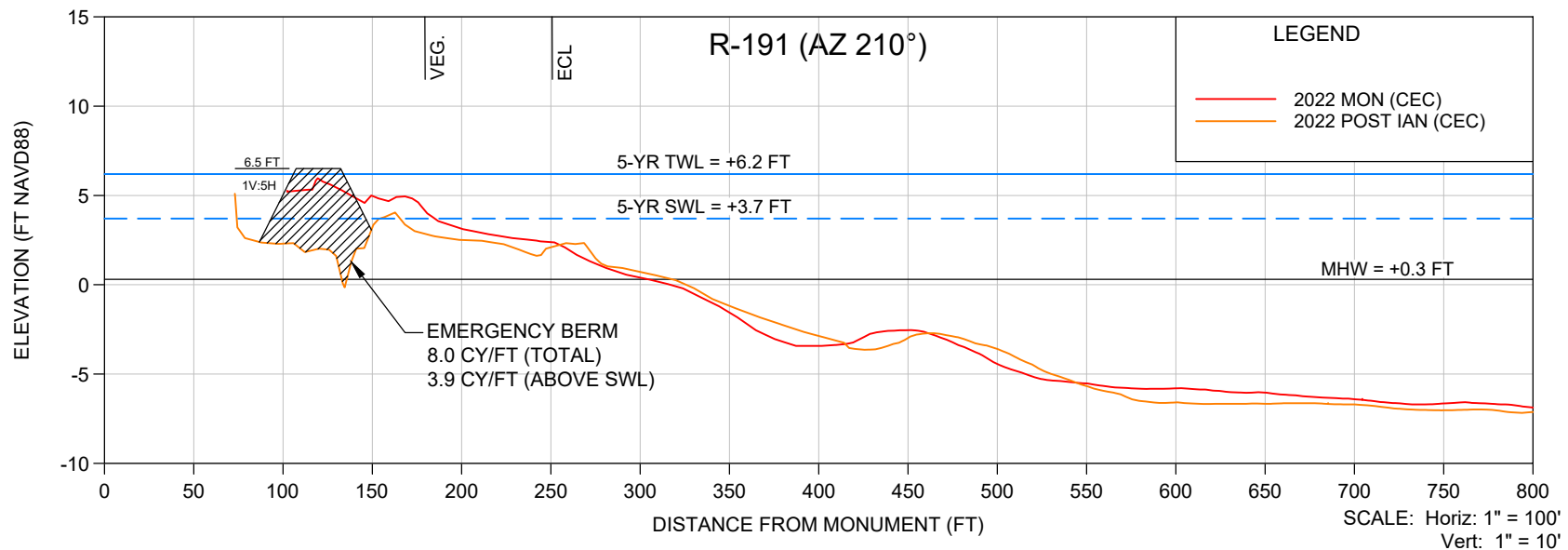
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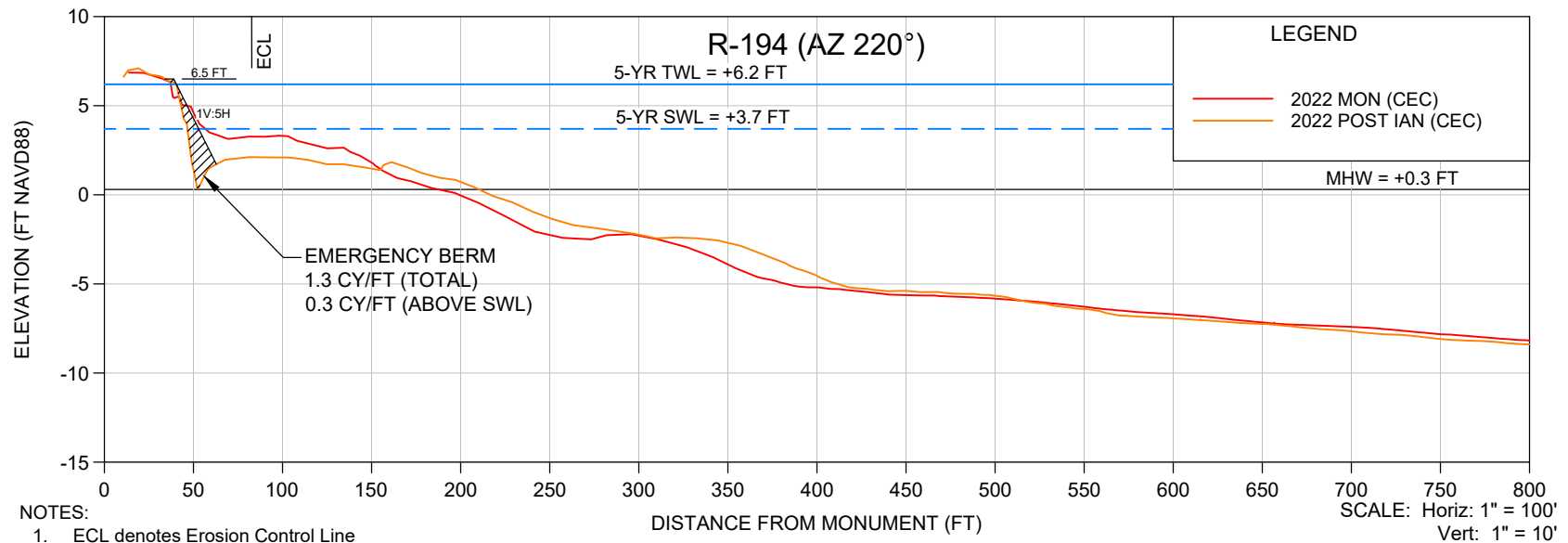
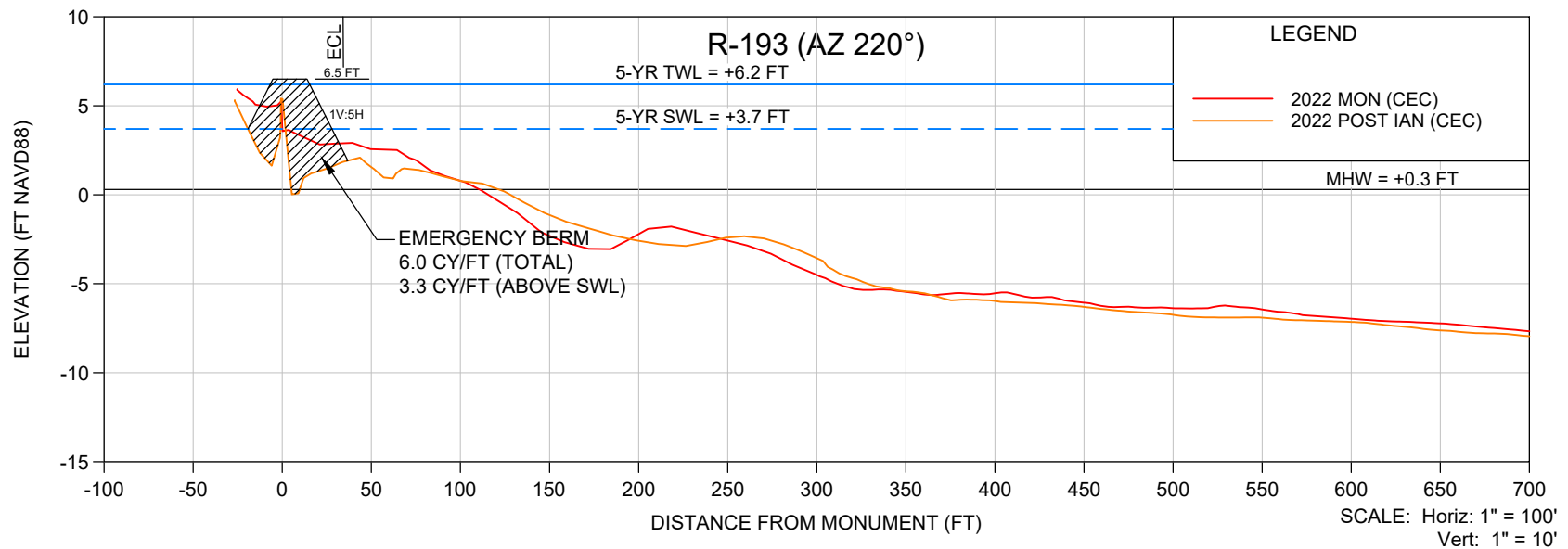
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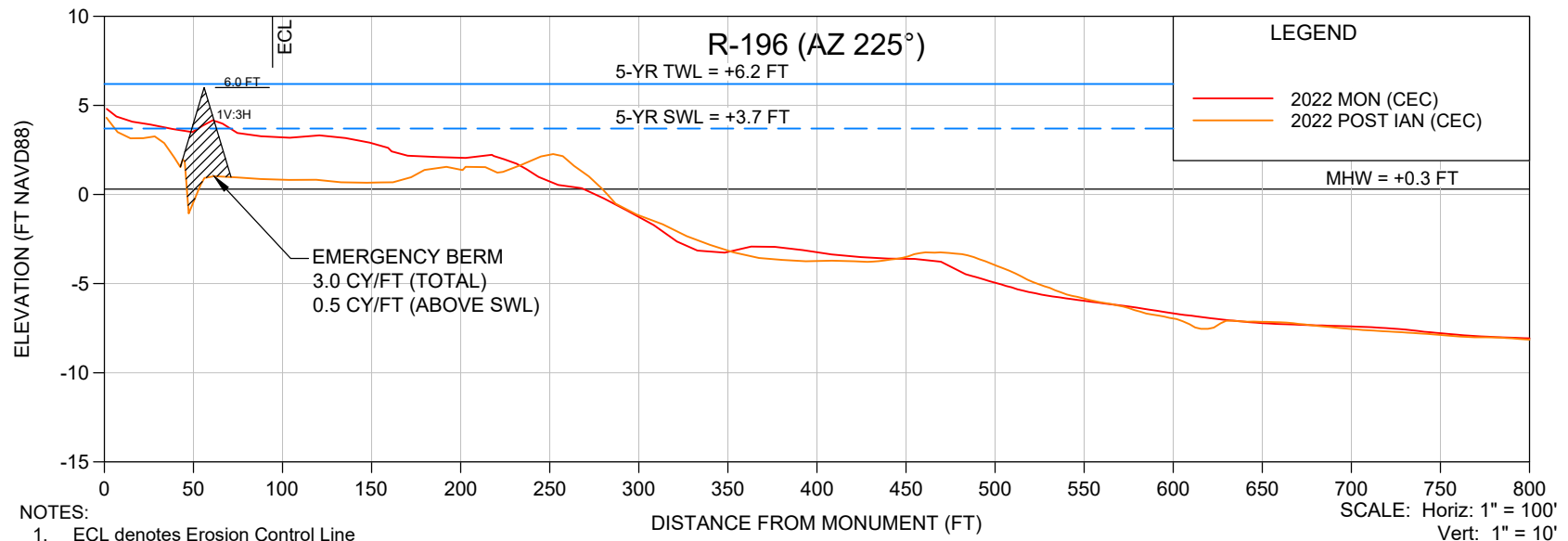
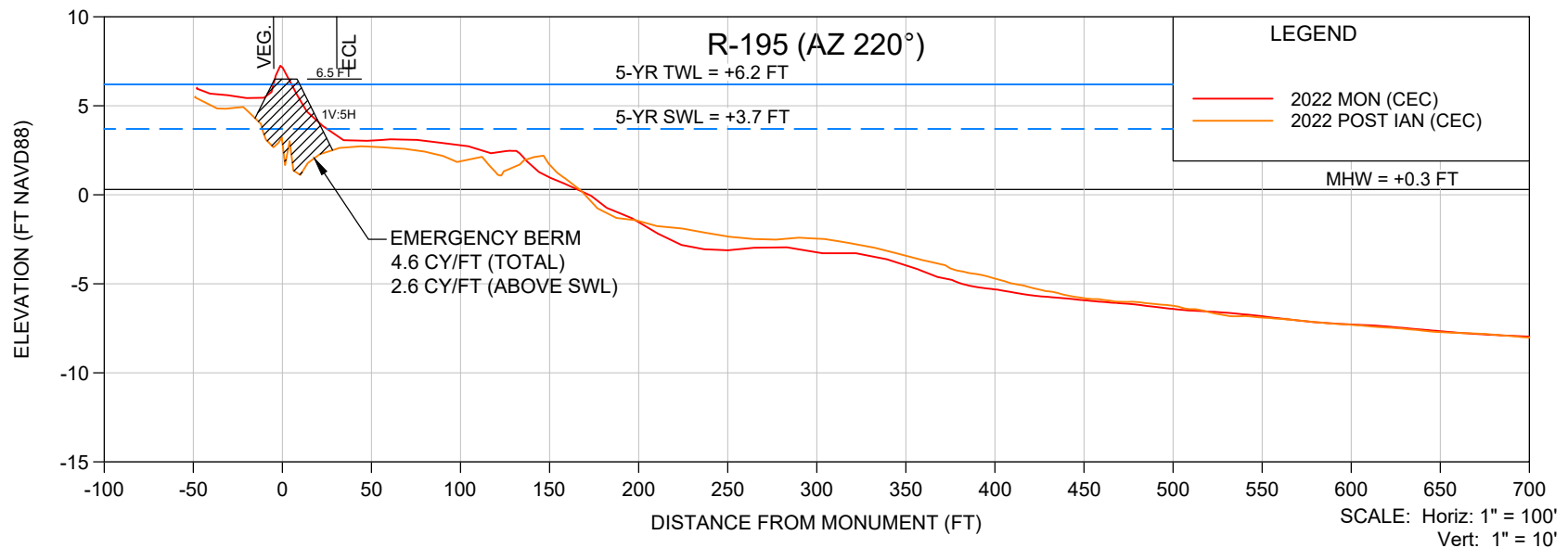
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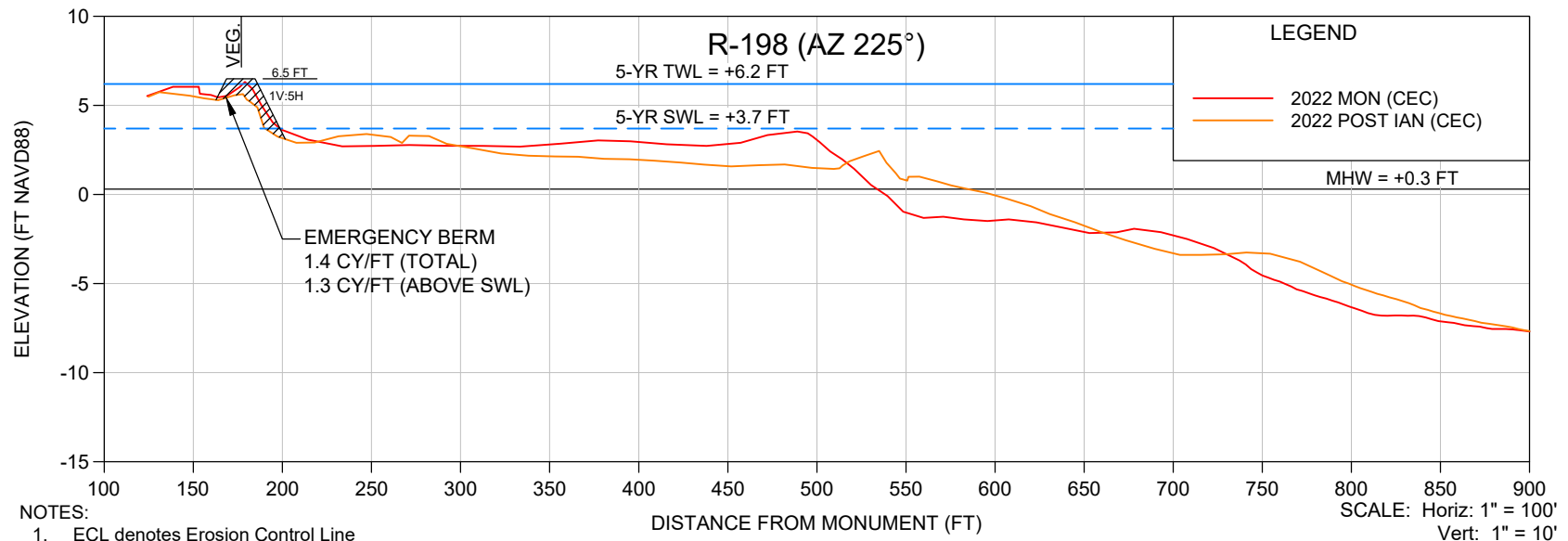
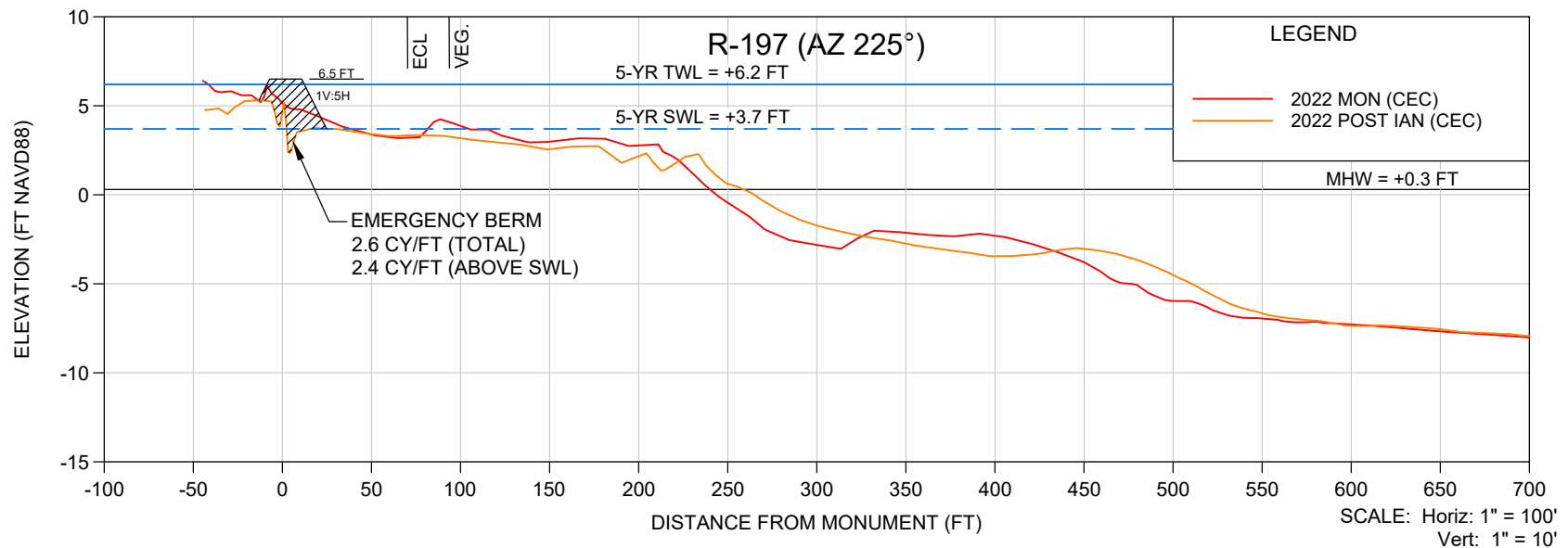
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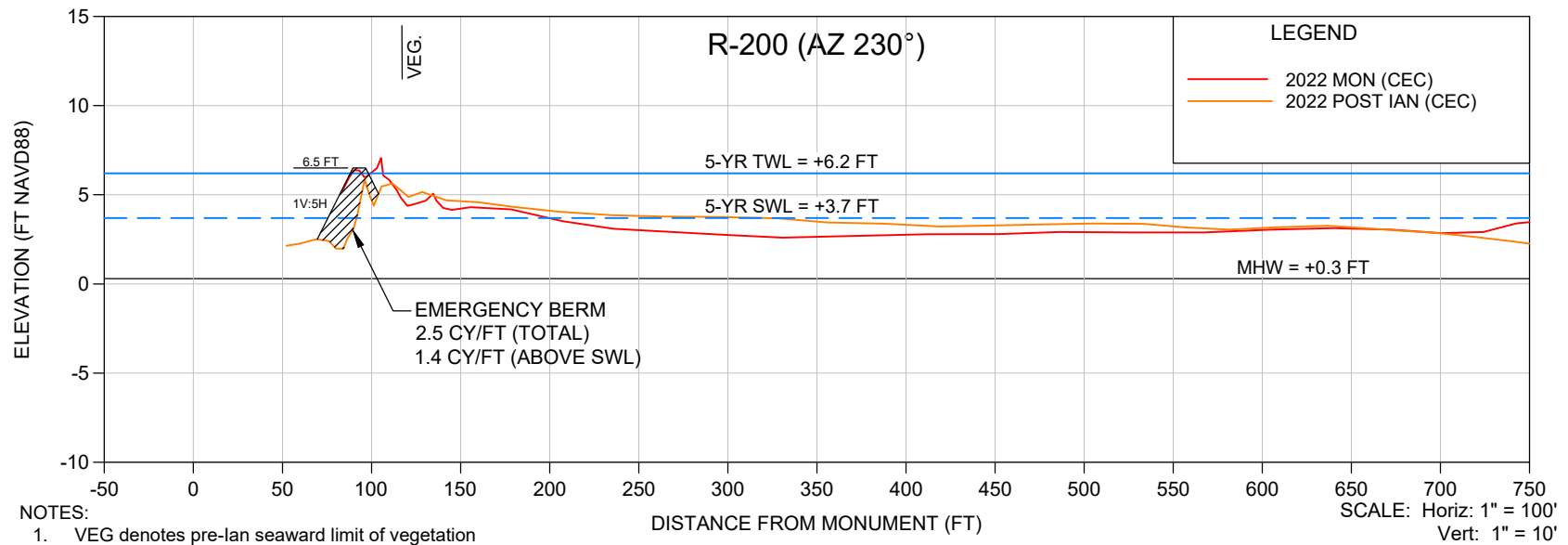
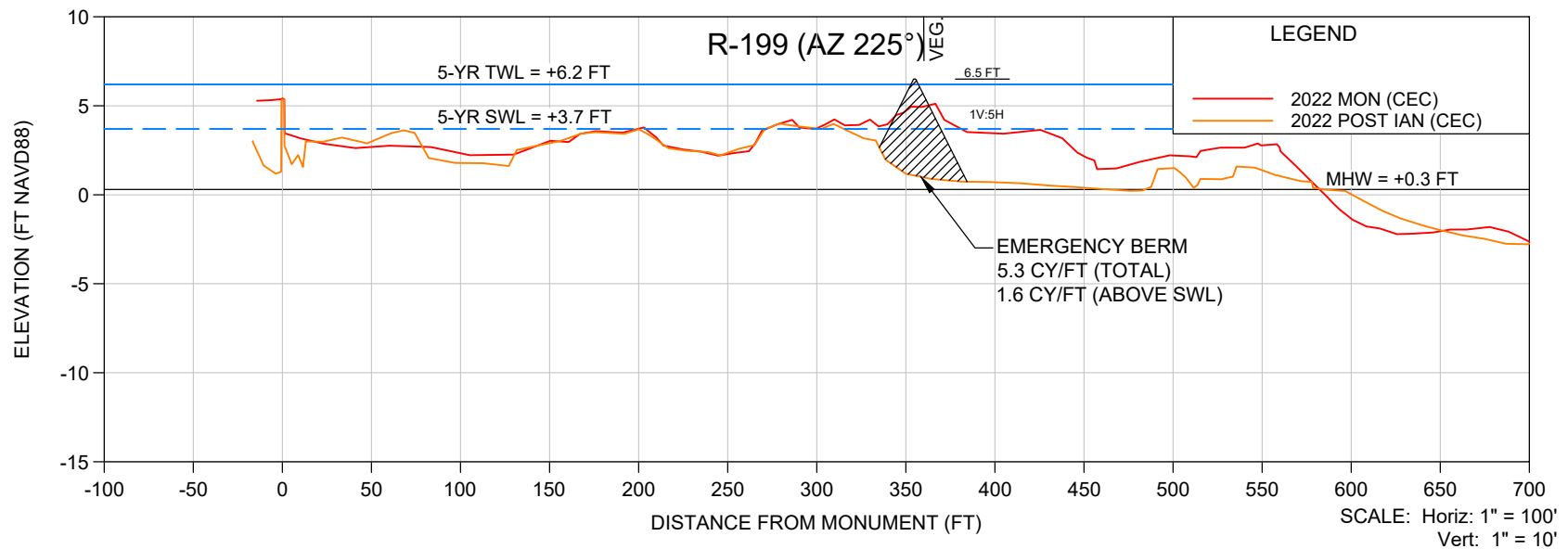
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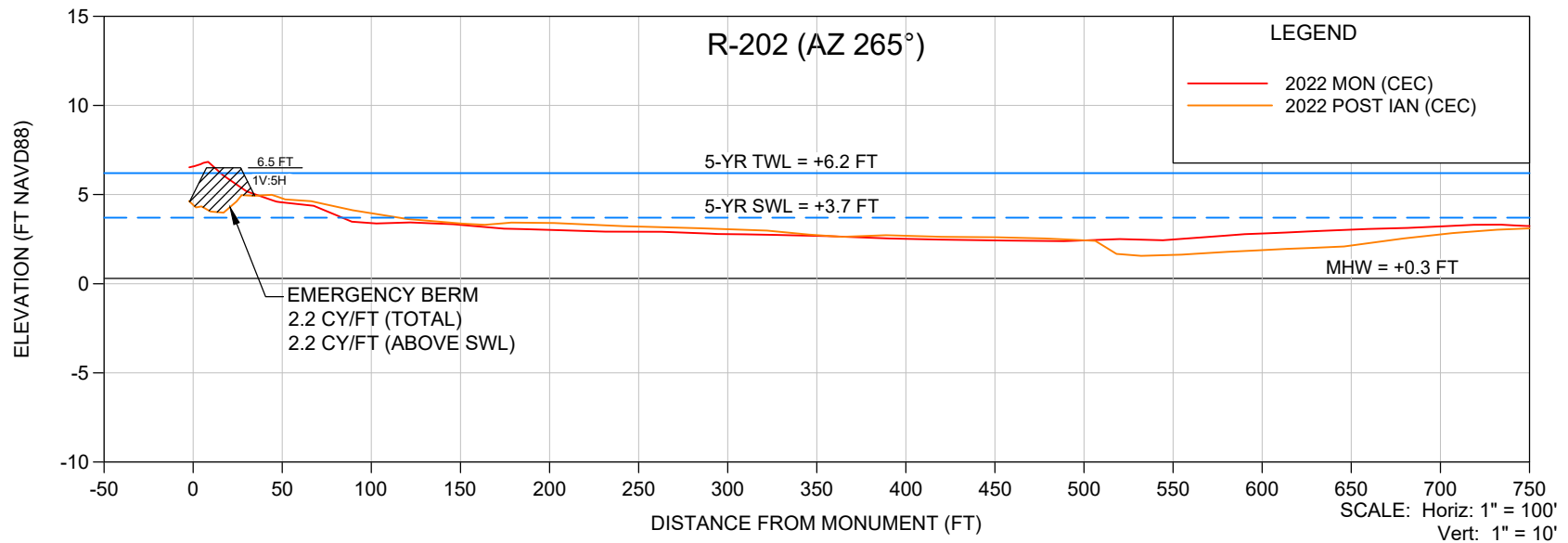
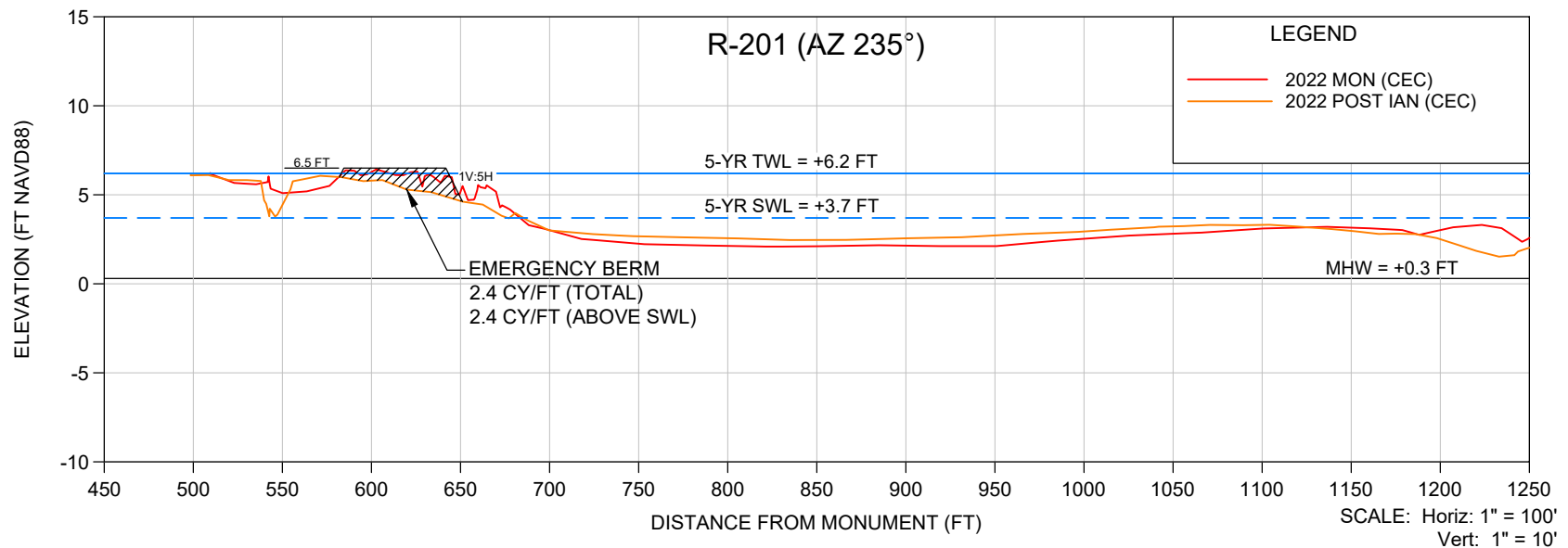
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ACAD NO. 22302 Estero Island Post Ian SBEACH.dwg
REF. NO. 22.302

SCALE: AS SHOWN
F.B.
PG.
NO. DATE BY REVISION DESCRIPTION



SHEET 11
FILE NO.: 22302-R201-R202

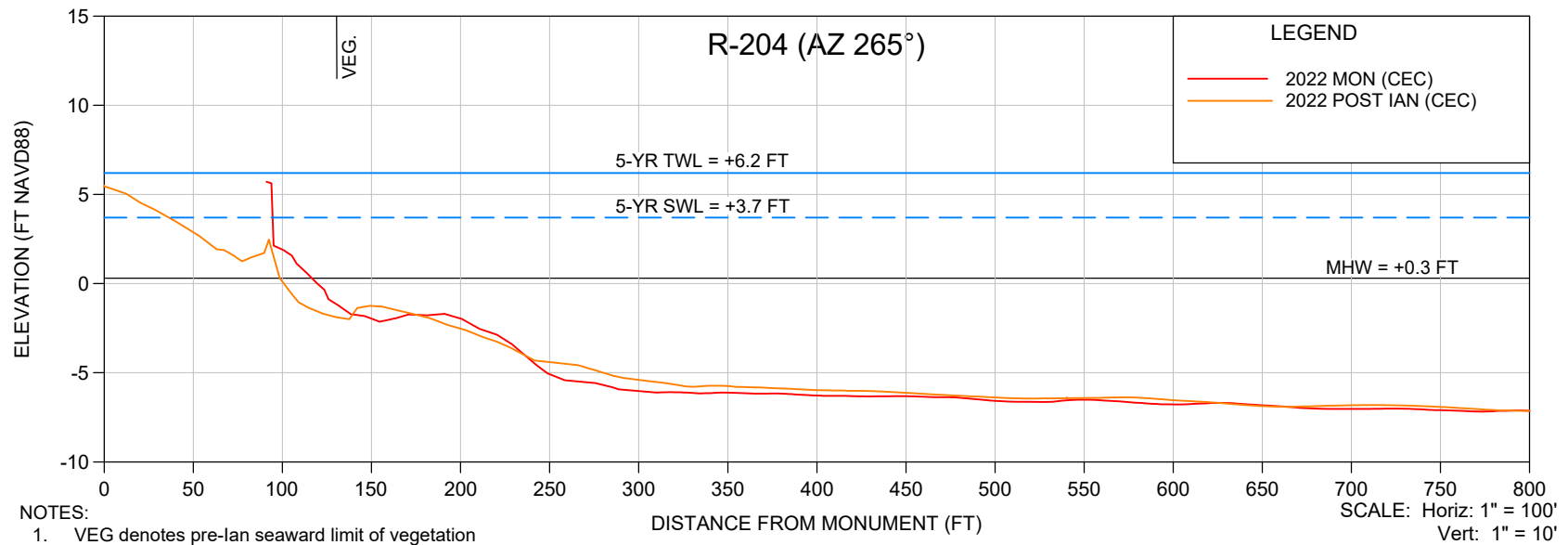
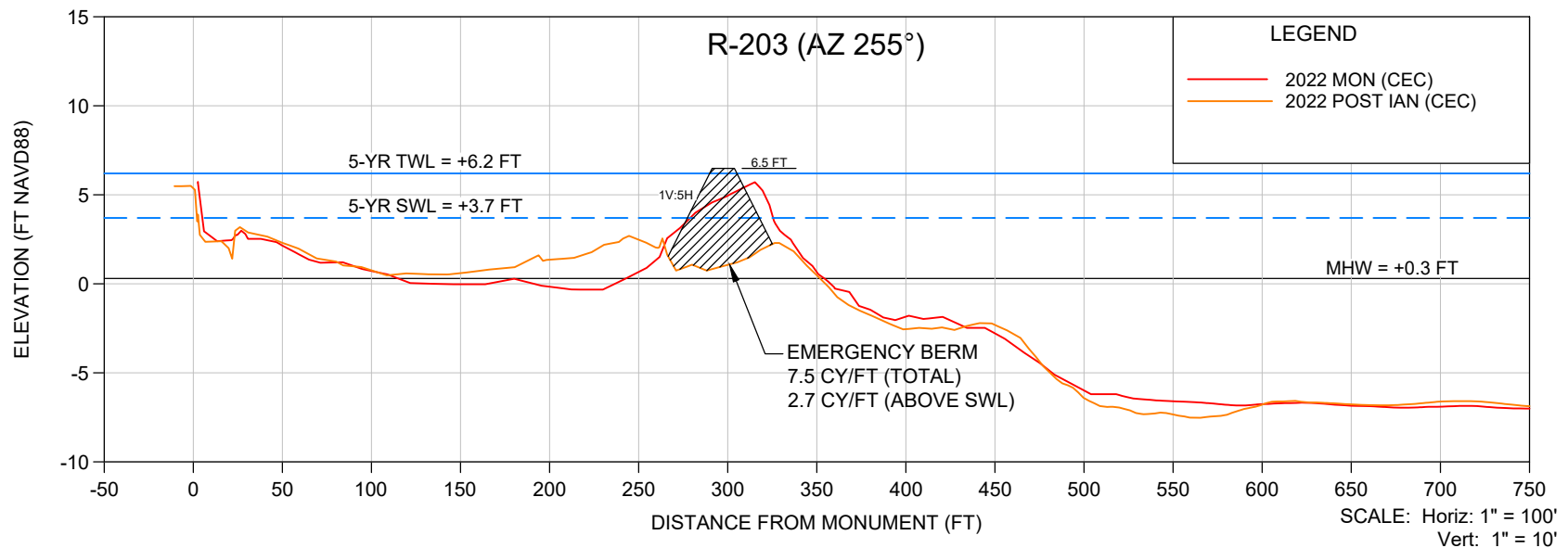
COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

COASTAL & MARINE ENGINEERING
ENVIRONMENTAL & GEOLOGICAL SERVICES
SURVEY & MAPPING
ENGINEERING: CA 2464
SURVEYING: LB 2464
PHONE: (239) 643-2324
FAX: (239) 643-1143
www.coastalengineering.com
E-Mail: info@ceciff.com

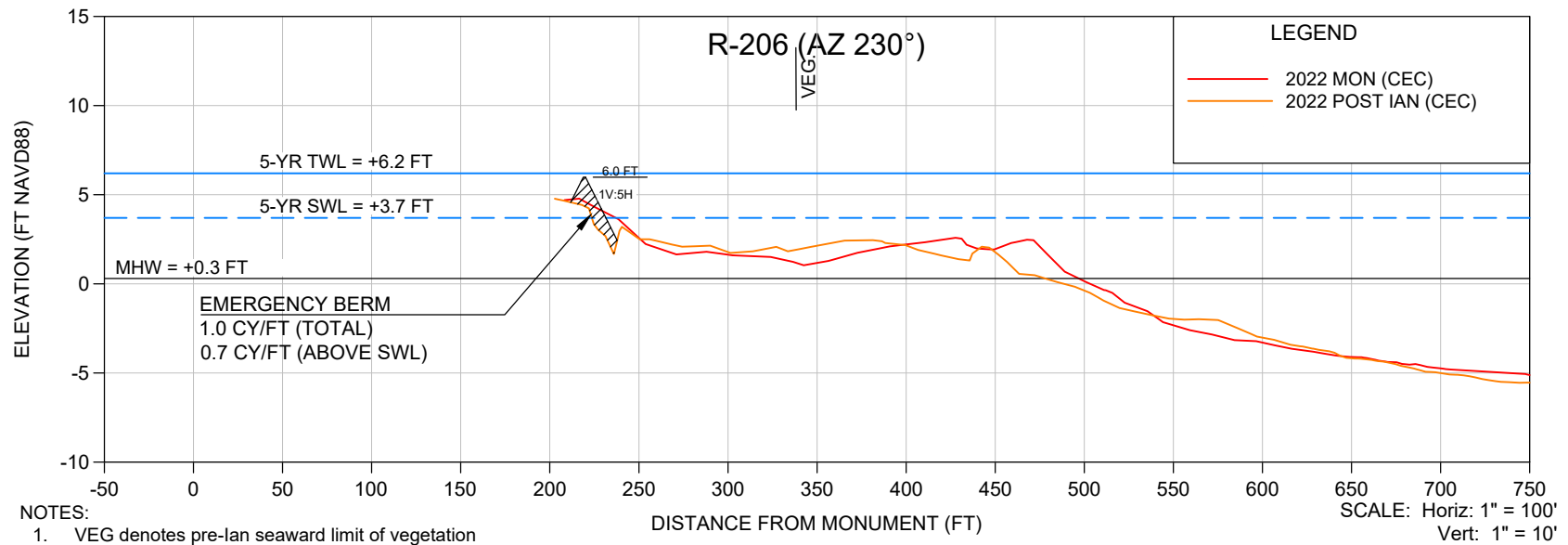
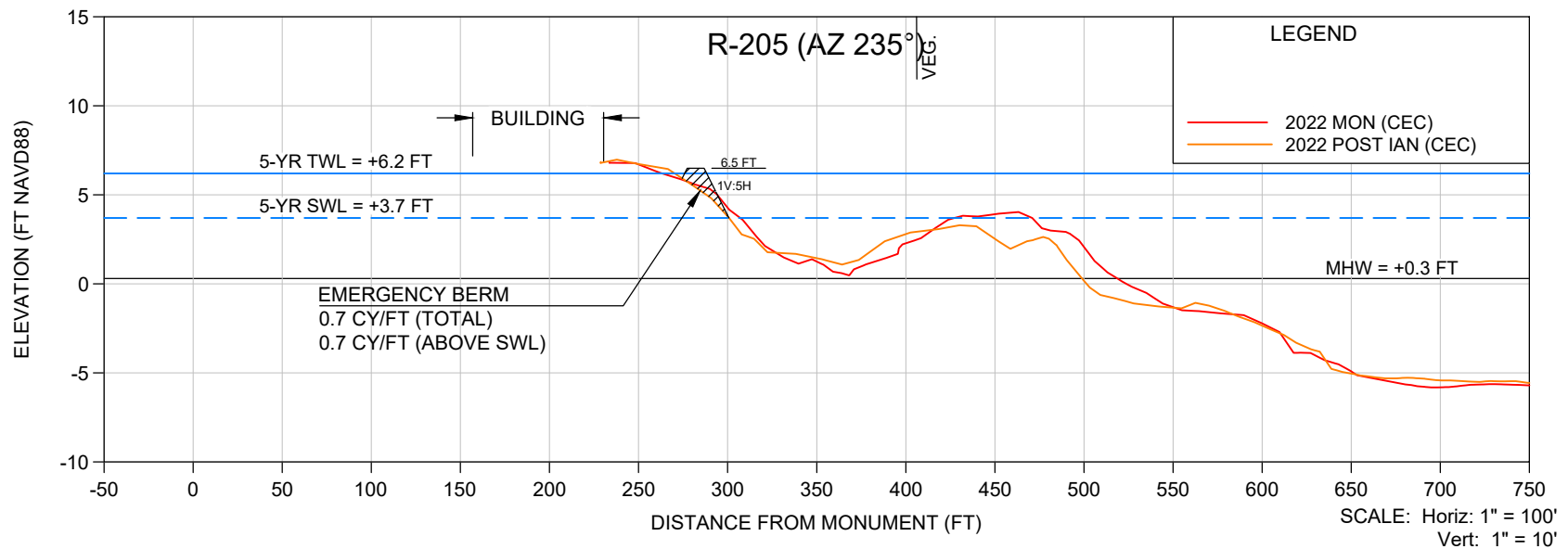
CLIENT: **TOWN OF FORT MYERS BEACH**
TITLE: **EMERGENCY BERM DESIGN
R-201 AND R-202**

DATE: 12/07/2022 SCALE: AS SHOWN
DRAWN: VVA F.B.
CHECKED: MTP PG.
SEC. TWP. RNG.
ACAD NO. 22302 Estero Island Post Ian SBEACH.dwg
REF. NO. 22.302

NO.	DATE	BY	REVISION DESCRIPTION



SHEET 12  COASTAL ENGINEERING CONSULTANTS INC. Serving Florida Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135	COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY & MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464 PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@ceciff.com	CLIENT: TOWN OF FORT MYERS BEACH TITLE: EMERGENCY BERM DESIGN R-203 AND R-204	DATE: 12/07/2022 DRAWN: VVA CHECKED: MTP SEC. TWP. RNG. ACAD NO. 22302 Estero Island Post Ian SBEACH.dwg REF. NO. 22.302	SCALE: AS SHOWN F.B. PG.																																																																																																																																												<
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SHEET 13
FILE NO.: 22302-R205-R206

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

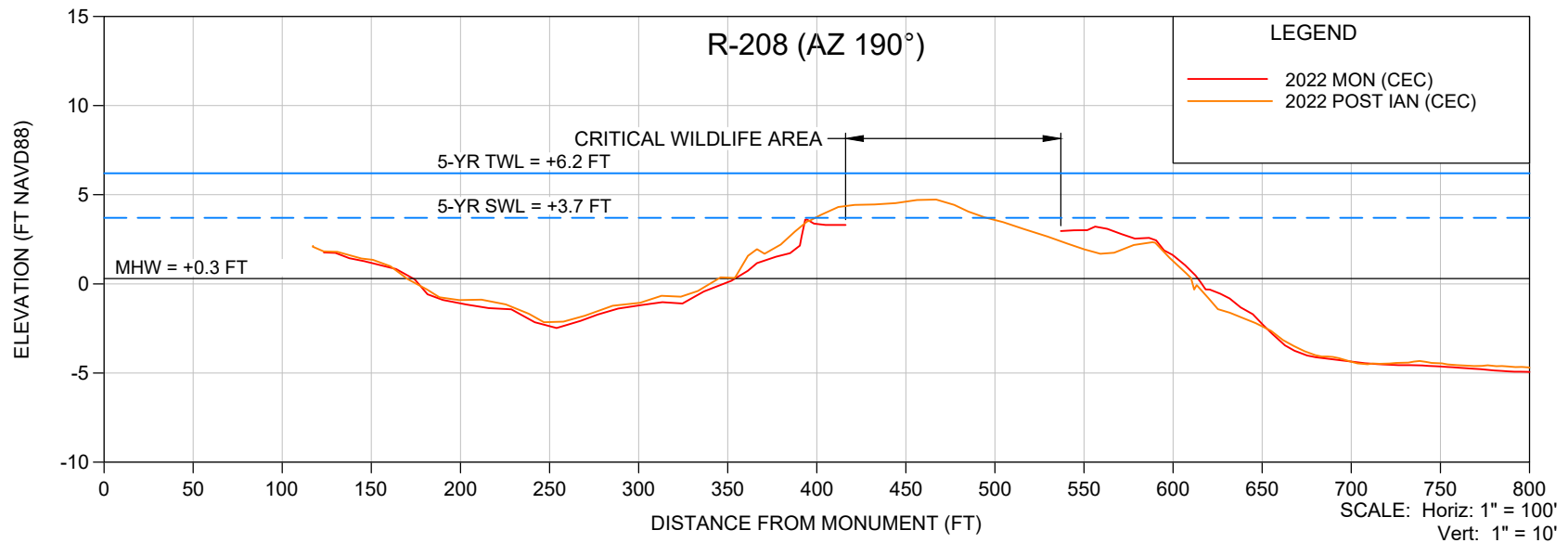
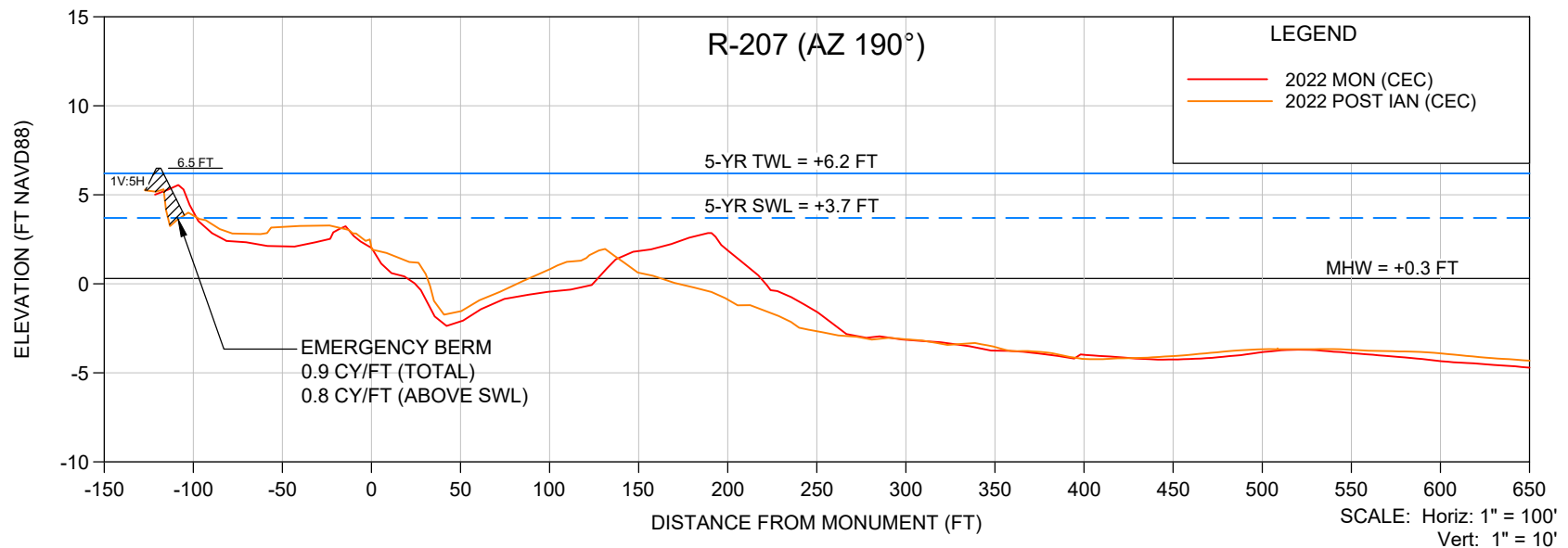
COASTAL & MARINE ENGINEERING
ENVIRONMENTAL & GEOLOGICAL SERVICES
SURVEY & MAPPING
ENGINEERING: CA 2464
SURVEYING: LB 2464
PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@ceciff.com

CLIENT: **TOWN OF FORT MYERS BEACH**
TITLE: **EMERGENCY BERM DESIGN
R-206 AND R-205**

DATE: 12/07/2022
DRAWN: VVA
CHECKED: MTP
SEC. TWP. RNG.
ACAD NO. 22302 Estero Island Post Ian SBEACH.dwg
REF. NO. 22.302

SCALE: AS SHOWN
F.B.
PG.

NO.	DATE	BY	REVISION DESCRIPTION



SHEET 14
FILE NO.: 22302-R207-R208

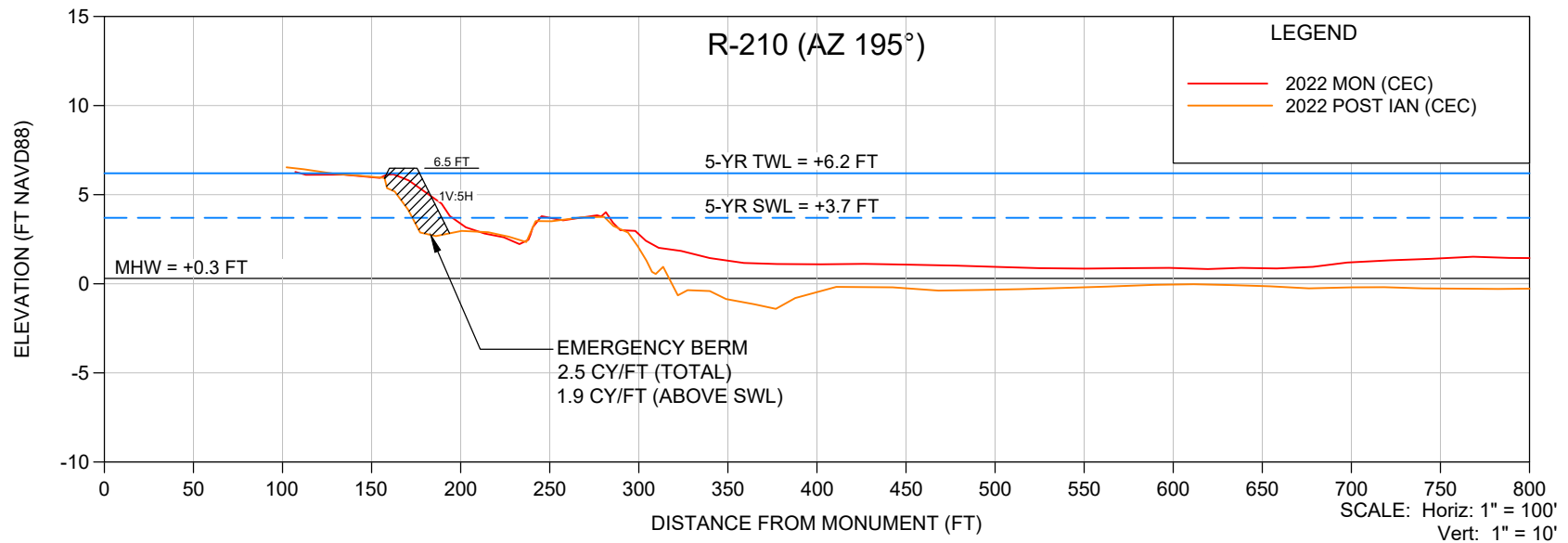
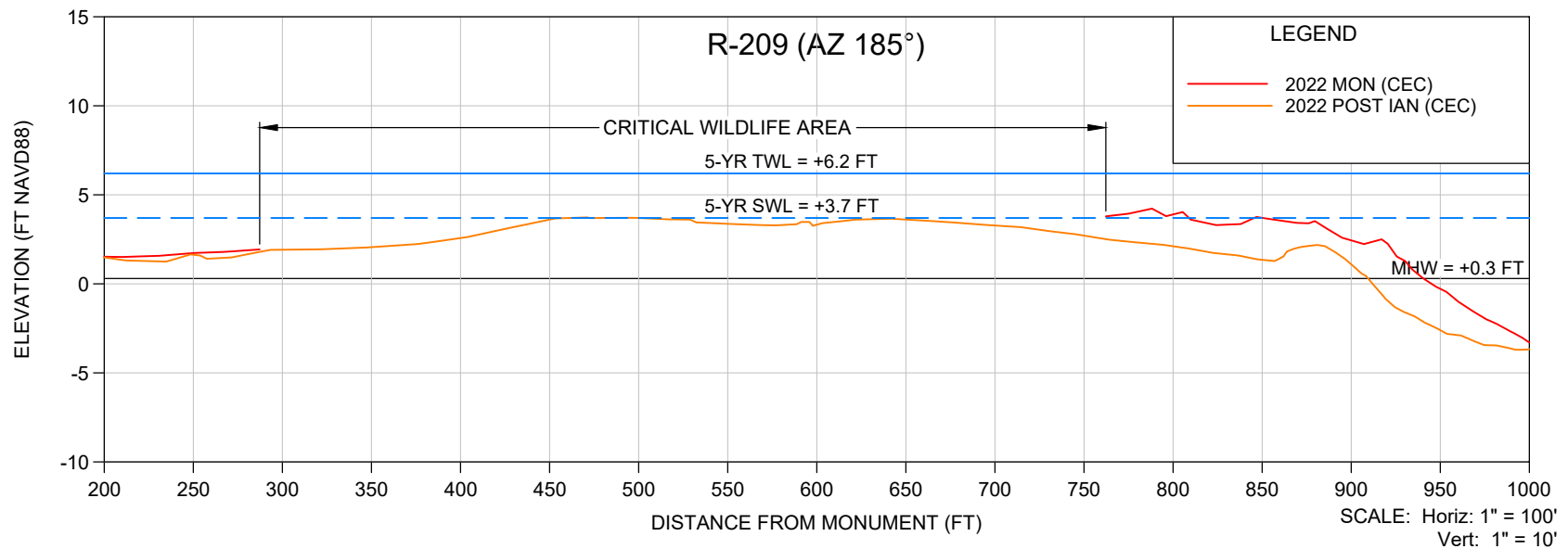
**COASTAL
ENGINEERING
CONSULTANTS
INC.**
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COASTAL & MARINE ENGINEERING
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SURVEY & MAPPING
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PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@ceciff.com

CLIENT: **TOWN OF FORT MYERS BEACH**
TITLE: **EMERGENCY BERM DESIGN
R-207 AND R-208**

DATE:	12/07/2022	SCALE:	AS SHOWN
DRAWN:	VVA	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	22302 Estero Island Post Ian SBEACH.dwg		
REF. NO.	22.302	NO.	DATE

NO.	DATE	BY	REVISION DESCRIPTION



SHEET 15
FILE NO.: 22302-R209-R210

**COASTAL
ENGINEERING
CONSULTANTS
INC.**
Serving Florida Since 1977
28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

COASTAL & MARINE ENGINEERING
ENVIRONMENTAL & GEOLOGICAL SERVICES
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ENGINEERING: CA 2464
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FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@ceciff.com

CLIENT: **TOWN OF FORT MYERS BEACH**
TITLE: **EMERGENCY BERM DESIGN
R-209 AND R-210**

DATE:	12/07/2022	SCALE:	AS SHOWN
DRAWN:	VVA	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	22302 Estero Island Post Ian SBEACH.dwg		
REF. NO.	22.302	NO.	DATE

BY	REVISION DESCRIPTION

1. **Requested Motion:**

Meeting Date: February 6, 2023

Authorize the Town Manager to execute Supplemental Task Authorization #3 for with Coastal Engineering Consultants, Inc. for the Estero Island Beach Nourishment Project.

Why the action is necessary:

The vast majority of beachfront properties are susceptible to storm surge from a 5 year storm.

What the action accomplishes:

The scope for STA#3 for RFQ-21-09-EN includes geophysical and cultural resource surveys and report, an environmental assessment, and a BOEM lease application in order to use the offshore burrow area as a sand source. The scope also include a mean high water survey in the Southern Segment of the project area, per FDEP's request. Lastly, pre-construction winter shorebird surveys are being conducted to satisfy USFWS Biological Opinion requirements.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Town added Lee County's Offshore Burrow Area to the Project to provide sufficient sand resources to construct the full Project and offset losses due to Hurricane Ian. Geophysical and cultural resources surveys of two new pipeline corridors extending from the Lovers Key Pump-out Area to the North Beach fill segment and the South beach fill segment of Estero Island is required. In addition, Federal Agencies including FEMA, USACE, and BOEM are requiring an Environmental Assessment describing the physical, biological-natural, cultural-historical, and societal-human resources in the Project Area, and the individual and cumulative effects of the Project on those resources. Once complete, the Town will apply to BOEM to lease the Offshore Burrow Area.

FDEP is requesting a Mean High Water (MHW) survey in lieu of a formal Erosion Control Line (ECL) for the Southern Segment where the Critical Wildlife Area is located.

Lastly, pre-construction bird monitoring is required by the USFWS in accordance with their Biological Opinions.

FEMA = Federal Emergency Management Administration

USACE = United States Army Corps of Engineers

BOEM = Bureau of Ocean Energy Management

FDEP - Florida Department of Environmental Protection

USFWS = United States Fish and Wildlife Services

Attachments:

1. 22504 STA 3 Estero Island Nourishment 20230119
2. APPROVED DRAWINGS
3. DUNE MANAGEMENT PLAN
4. FINAL ORDER
5. PHYSICAL MONITORING PLAN
6. QAQC-BA
7. QAQC-UPLAND

Financial Impact:

The compensation for STA#3 for RFQ-21-09-EN is \$99,010. The design and permitting work is eligible for reimbursement by FDEP grant 22LE3 and TDC project 403307.

6. Alternative Action

Do Not Authorize Supplemental Task Authorization #3 for Contract RFQ-21-09-EN for Estero Island Beach Nourishment Project.

7. Management Recommendations:

Authorize the Town Manager to execute Supplemental Task Authorization #3 for Contract RFQ-21-09-EN for Estero Island Beach Nourishment Project.

8. Recommended Approval:

Chadd Chustz, Environmental Services
Steve Poposki, Community Development Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 2/2/2023

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: 3

CONTRACT/PROJECT NAME: Estero Island Beach Nourishment Project

CONSULTANT: Coastal Engineering Consultants, Inc.

PROJECT NO.: _____

SOLICIT NO.: Estero Island Beach Renourishment

CONTRACT NO.: RFQ-21-09-EN

REQUESTED BY: Chadd Chustz, Environmental Project Manager DATE OF REQUEST: 1/10/2023

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: January 19, 2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: January 19, 2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: January 19, 2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: January 19, 2023

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED:

By: Michael T. Hoff January 19, 2023
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

SCOPE OF PROFESSIONAL SERVICES
ESTERO ISLAND BEACH NOURISHMENT PROJECT

TASK 13 ADDITIONAL PIPELINE CORRIDORS

In support of adding the Offshore Borrow Area to the Project to provide sufficient sand resources to construct the full Project and offset losses due to Hurricane Ian, conduct a detailed level combined geophysical and cultural resources survey of two new pipeline corridors extending from the Lovers Key Pump-out Area to the North Beach fill segment and the South beach fill segment of Estero Island.

The approximate line spacing will be 100 feet (30 meters). Appropriate “tie-lines” will be conducted perpendicular to the primary lines. The combined survey will include bathymetry, side-scan sonar, seismic, and magnetometer surveys. An RTK GPS will be utilized during the survey to accurately record track-line position.

Conduct the bathymetric survey consisting of obtaining sounding data using a single beam depth sounder (200 kHz) and HYPACK navigation and data logging computer system. Analyze and interpret the data to prepare bathymetric charts with track lines superimposed. Arrange data, data files, and maps according to the standard FDEP data file format and include all of the information required by that format.

Conduct the side-scan sonar survey consisting of collecting sonar imagery and analyzing it for surficial bottom features that can indicate the presence of hardbottom, shipwrecks, artificial reefs, debris, pipelines and other bottom features that may interfere with the permitting process. Collect side-scan data using a dual-frequency (100 and 500 kHz) side scan sonar system set at a 164-ft sweep range per channel (330 foot swath). Process side-scan sonar data to generate strip mosaics of the seabed along the tracklines investigated. Prepare a summary table of the key features/targets. Generate geo-referenced TIFFs for each sonar target identified. Prepare a sonar mosaic which includes an overlay of the hardbottom, sonar targets, and magnetic anomalies identified in the survey areas keyed to the summary table.

Conduct the magnetometer survey using the marine cesium magnetometer equipped with bottom tracking altimeter. Display the magnetometer total field, depth and altitude data by the HYPACK Navigation Computer. Configure the HYPACK software to track the magnetometer tow-fish position with each incoming magnetometer reading. Store each reading, combined with position, depth and altitude in the navigation computer hard-drive. Process magnetometer data with the primary intent to identify anomalies along the tracklines investigated related to both surface and subsurface (shallow buried) ferrous items (pipelines, cables, debris and/or iron/steel associated with shipwrecks). Plot anomalies on the features target overview chart and tabulate the anomalies.

Prepare and submit to the Town a Technical Memorandum that summarizes the detailed level geophysical survey and results. Prepare survey drawings in AutoCAD format that include the survey tracklines; hydrography (sun illuminated shaded relief image and 1-foot depth contours); and sonar mosaic which includes an overlay of the sonar targets and magnetic anomalies identified. Prepare ArcGIS shapefiles of pertinent survey deliverables.

The detailed level survey data will be reviewed for potential cultural resources. Prepare and submit to the Town a Technical Memorandum that summarizes the results and marine archaeological assessment. The Technical Memorandum will contain the coordinates for “mag hits”. If a “mag hit” is determined to be a potential significant submerged cultural resource eligible under National Register Of Historic Places criteria, buffer zones will be recommended to facilitate the avoidance of these features during mobilization, dredging operations, and demobilization.

TASK 14 ENVIRONMENTAL ASSESSMENT

In support of adding the Offshore Borrow Area to the Project to provide sufficient sand resources to construct the full Project and offset losses due to Hurricane Ian, prepare a comprehensive document describing the proposed Project, including all aspects of its design and facilitation, as well as a review of proposed alternatives and a discussion of the process leading to selection of the specific plan. The document will describe the physical, biological-natural, cultural-historical, and societal-human resources in the Project Area, the individual and cumulative effects of the Project on those resources, and the Project’s compliance with environmental requirements. Submit a Draft Environment Assessment to the appropriate agencies for review and comment. Upon receipt of written comments, evaluate and address the comments and provide written responses to Town for review. With concurrence by Town of the comment responses, prepare and submit the Final Environmental Assessment.

TASK 15 BOEM OCS LEASE

Prepare and submit the Bureau of Ocean Energy Management (BOEM) Lease Application. Assist the Town prepare and submit responses to two (2) RAIs to BOEM. Assist in providing technical support to the Town to coordinate BOEM approval.

TASK 16 MEAN HIGH WATER SURVEY

Obtain verification from the Florida Department of Environmental Protection (FDEP) for Mean High Water (MHW) elevation for Estero Island. Request from Office of Survey and Mapping a copy of the title determination which identifies State owned uplands adjacent and private submerged lands previously conveyed by the State of Florida, as well as areas within the boundaries subject to leases and easements. Consult with FDEP for most recent information on the location and availability of FDEP 2nd order (or better) control monuments. Conduct a MHW survey from R-203 to R-207 in accordance with FDEP requirements. Prepare the MHW survey deliverables in draft form and submit them to FDEP for their review. Respond to one (1) FDEP Request for Additional Information (RAI). Finalize and submit survey deliverables in accordance with FDEP requirements.

TASK 17 PRE-CONSTRUCTION BIRD MONITORING

Retain Shorebird Consultants to conduct the Permit required pre-construction monitoring and reporting in accordance with the U.S. Fish and Wildlife Service (FWS) Biological Opinions. Surveys shall be conducted twice per month for a minimum of five months. Prepare and submit pre-construction monitoring report to FWS.

DELIVERABLES

Task 13

- Geophysical Survey Technical Memorandum
- Cultural Resources Technical Memorandum
- Survey Drawings and Data Files
- kmz Files for Sonar Imagery, Side-Scan Sonar Targets, and Magnetic Anomalies
- ArcGIS Shapefiles of Survey Tracklines

Task 14

- Draft and Final Environmental Assessment

Task 15

- Draft and Final BOEM Lease Applications
- RAI Responses

Task 16

- Draft and Final Mean High Water Survey Deliverables

Task 17

- Wintering Bird Pre-Construction Monitoring Report

EXHIBIT B

Date: January 19, 2023

COMPENSATION AND METHOD OF PAYMENT
ESTERO ISLAND BEACH NOURISHMENT PROJECT

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 13	Additional Pipeline Corridors	\$64,080	LS	W.I.P.P.
Task 14	Environmental Assessment	\$11,280	LS	W.I.P.P.
Task 15	BOEM Lease	\$9,880	LS	W.I.P.P.
Task 16	Mean High Water Survey	\$8,710	LS	W.I.P.P.
Task 17	Pre-Construction Bird Monitoring	\$5,060	LS	W.I.P.P.
TOTAL		\$99,010		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 3/16/2020, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 5/10/2020, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: January 19, 2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR
ESTERO ISLAND BEACH NOURISHMENT PROJECT

Consultant or Sub-Consultant Name: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule Included in Master Contract			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: January 19, 2023

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ESTERO ISLAND BEACH NOURISHMENT PROJECT

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	Lunch
	Dinner
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

*NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: January 19, 2023

TIME AND SCHEDULE OF PERFORMANCE
ESTERO ISLAND BEACH NOURISHMENT PROJECT

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 13	Additional Pipeline Corridors	60	60
Task 14	Environmental Assessment	60	120
Task 15	BOEM Lease	60	180
Task 16	Mean High Water Survey	45	225
Task 17	Pre-Construction Bird Monitoring	90	315

EXHIBIT D

Date: January 19, 2023

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

ESTERO ISLAND BEACH NOURISHMENT PROJECT

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No
Geophysical Surveys	Sonographics Fort Lauderdale, FL				Y	
Cultural Resources	R.C. Goodwin & Assoc. New Orleans, LA				Y	
Shorebird Monitoring	Robin Serne Ft. Myers				Y	

ESTERO ISLAND EROSION CONTROL PROJECT

PERMIT DRAWINGS

PREPARED FOR:

TOWN OF FORT MYERS BEACH

Approved

0413684-001-JC

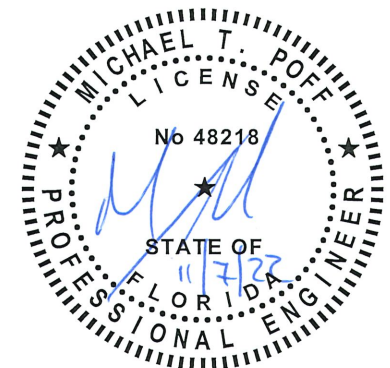
NOTES

1. BEACH PROFILE SURVEY COMPLETED BY COASTAL ENGINEERING CONSULTANTS, INC., MAY 2021.
2. OFFSHORE BORROW AREA SURVEY CONDUCTED BY OCEAN SURVEYS, INC., NOVEMBER 3, 2021.
3. PIPELINE CORRIDOR 1 BATHYMETRIC SURVEY CONDUCTED BY OCEAN SURVEYS, INC., JULY 12, 2021.
4. PIPELINE CORRIDOR 2 BATHYMETRIC SURVEY CONDUCTED BY OCEAN SURVEYS, INC., NOVEMBER 1, 2021.
5. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE WEST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
6. ELEVATIONS SHOWN HEREON ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
7. MEAN HIGH WATER ELEVATION OF +0.3 FEET NAVD88 IS BASED ON INFORMATION FROM THE FDEP AND TIDE STATION ID NUMBER 8727366.
8. EROSION CONTROL LINE (ECL) OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ON 1/28/2020, FILE NAME: ECL2505.SHP
9. TIDAL REDUCTIONS WERE OBTAINED UTILIZING REAL-TIME KINEMATIC GPS AND REFERENCED TO NAVD88.
10. SURVEY ACCURACY STANDARDS, QUALITY CONTROL, AND QUALITY ASSURANCE REQUIREMENTS WERE FOLLOWED DURING THIS SURVEY IN ACCORDANCE WITH USACE EM 1110-2-1003, HYDROGRAPHIC SURVEYING MANUAL, 11/30/2013.
11. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
12. LANDWARD LIMIT OF BEACH FILLS SHALL TIE INTO EXISTING CONTINUOUS DUNE VEGETATION/ARMORING LINE.
13. CONTRACTORS WORK AREA ON BEACHES SHALL EXTEND FROM CONTINUOUS DUNE VEGETATION/ARMORING LINE TO 500 FEET SEAWARD OF CONSTRUCTION TOE OF FILL.
14. PIPELINE ACCESS CORRIDORS SHALL RUN FROM BORROW AREA VIA SUBMERGED LINE TO SPECIFIED LOCATIONS ON BEACH. CORRIDOR ENDPOINTS ARE LISTED ON PLAN VIEWS.
15. OFFSHORE BORROW AREA AVAILABLE VOLUME IS 1 MILLION CUBIC YARDS.
16. AERIAL PHOTOGRAPHY OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, DATED 2021.

INDEX

1. COVER SHEET
2. PROJECT LOCATION MAP
3. SURVEY CONTROL MAP
4. BEACH FILL PLAN VIEW (C174A-R187)
5. BEACH FILL PLAN VIEW (R187-R198)
- 6-9. NORTH FILL SECTIONS
- 10-17. CENTRAL FILL SECTIONS
18. BEACH FILL PLAN VIEW (R203-R207)
- 19-21. SOUTH FILL TYPICAL SECTIONS
22. BORROW AREA PLAN VIEW
- 23-30. BORROW AREA TYPICAL SECTIONS
31. PIPELINE CORRIDOR 1 DETAILS PLAN VIEW
32. PIPELINE CORRIDOR 2 DETAILS PLAN VIEW 1
33. PIPELINE CORRIDOR 2 DETAILS PLAN VIEW 2
34. OFFSHORE BORROW AREA LOCATION MAP
35. OFFSHORE BORROW AREA PLAN
- 36-37. OFFSHORE BORROW AREA SECTIONS

FOR PERMITTING
PURPOSES ONLY.
NOT TO BE USED FOR
CONSTRUCTION.



SHEET 1
FILE NO. 21504

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SURVEYING: LB 2464
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FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

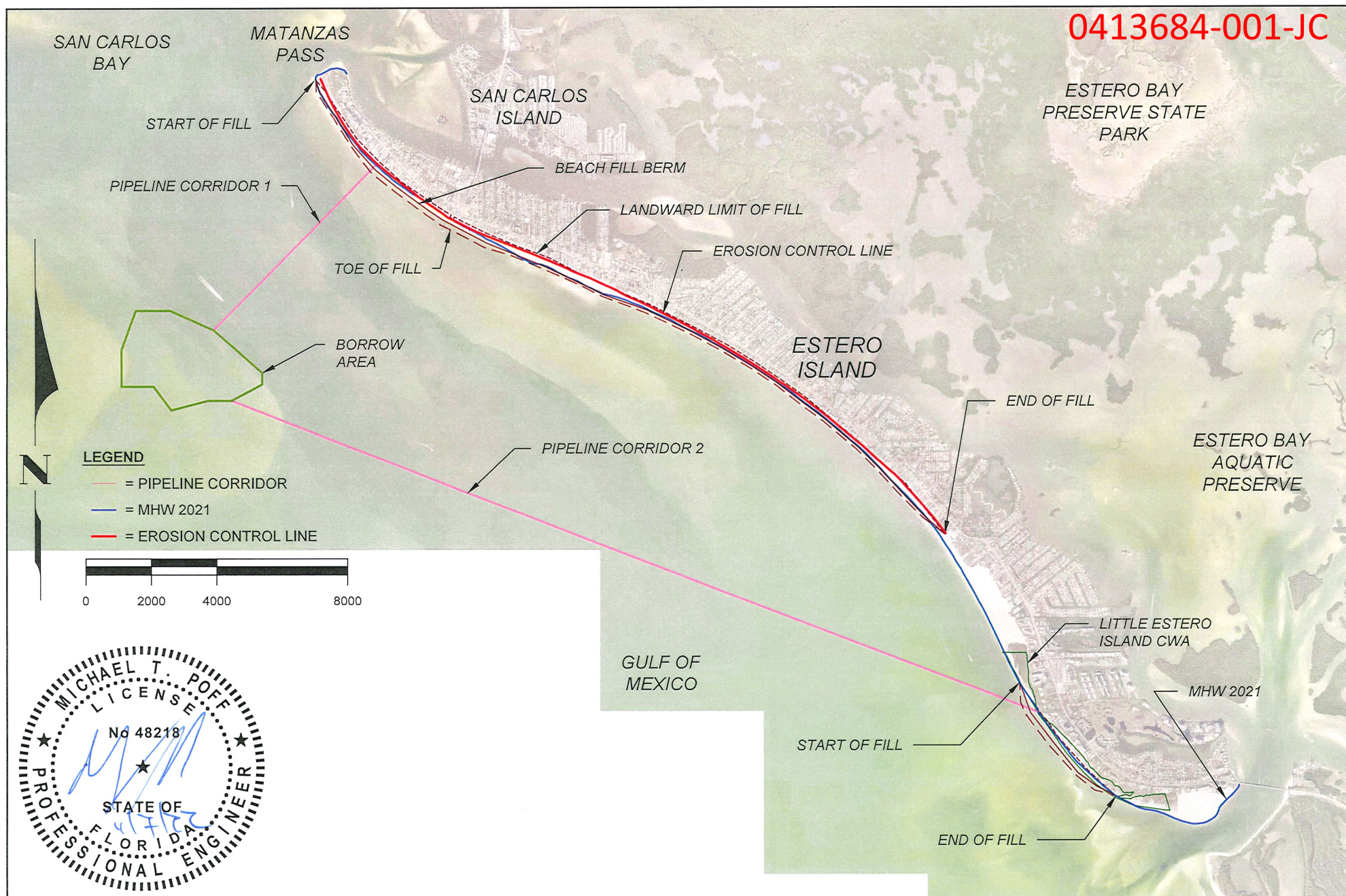
CLIENT:

TOWN OF FORT MYERS BEACH

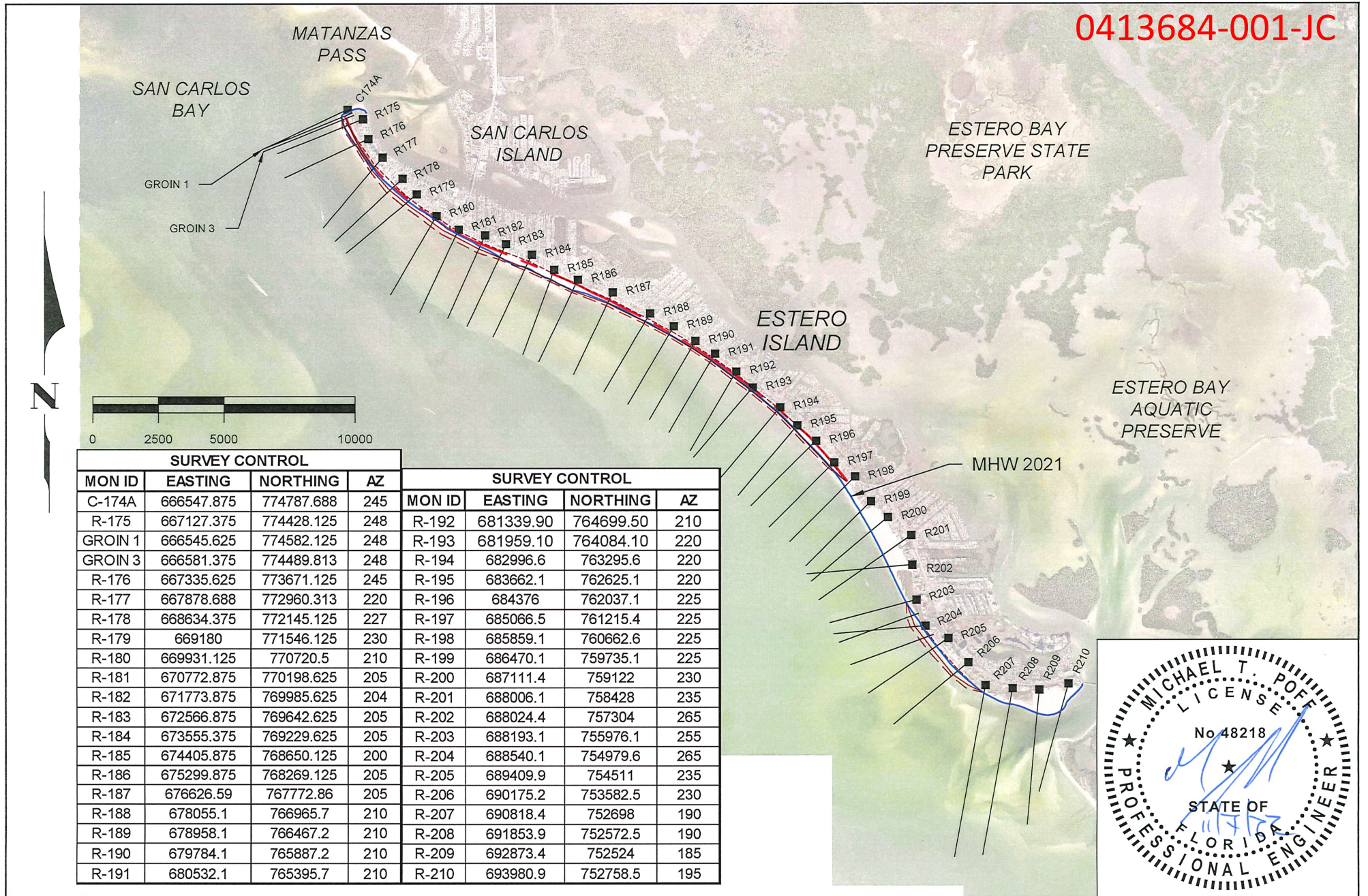
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COVER SHEET

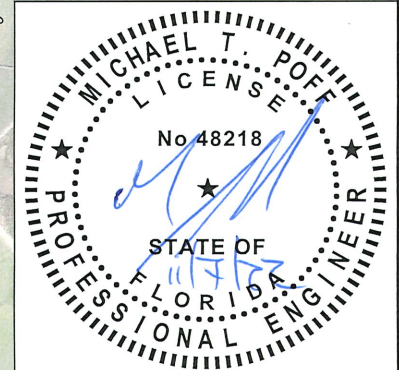
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CHECKED:	MTP	PG.					
SEC.	TWP.	RNG.					
ACAD NO.	21.504-Permit-2021.dwg						
REF. NO.	21.504			NO.	DATE	BY	REVISION DESCRIPTION
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				2	7/14/2022	MTP	ADDRESSED DEP RAI #2
				1	4/5/2022	KMG	ADDRESSED DEP RAI #1



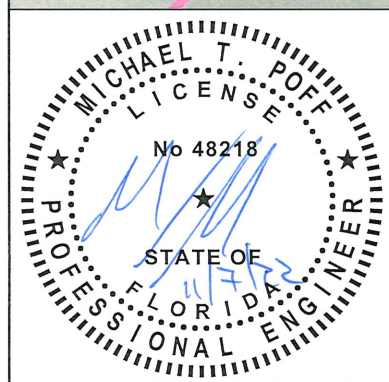
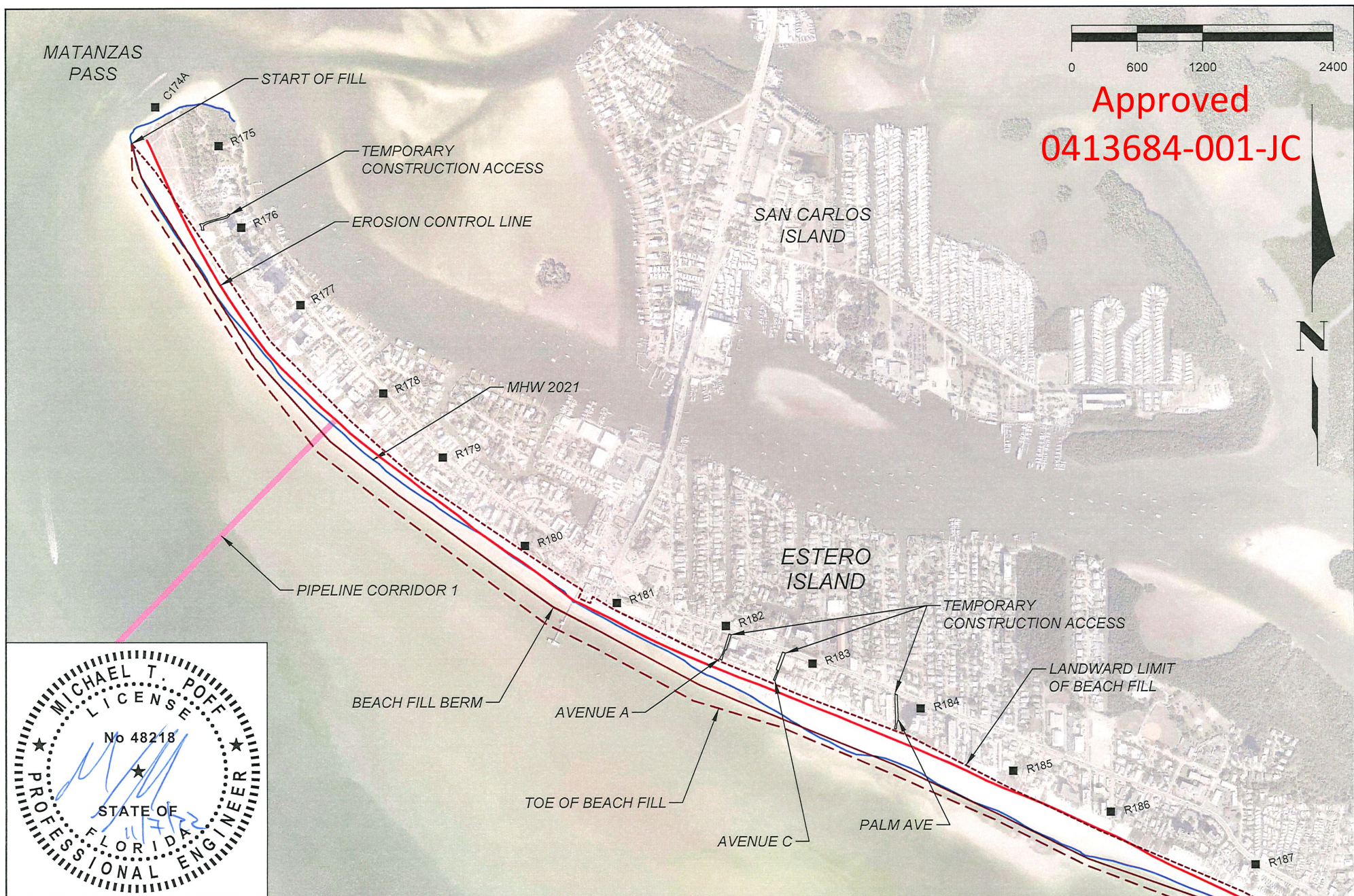
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				DRAWN:	KMG	F.B.					
				CHECKED:	MTP	PG.					
				SEC.	TWP.	RNG.					
				ACAD NO.	21504-Permit-2021.dwg						
				REF. NO.	21.504			NO.	DATE	BY	REVISION DESCRIPTION
								3	11/03/2022	KMG	ADDED OFFSHORE BORROW AREA
								2	7/14/2022	MTP	ADDRESSED DEP RAI #2
								1	4/5/2022	KMG	ADDRESSED DEP RAI #1



SURVEY CONTROL				SURVEY CONTROL			
MON ID	EASTING	NORTHING	AZ	MON ID	EASTING	NORTHING	AZ
C-174A	666547.875	774787.688	245	R-192	681339.90	764699.50	210
R-175	667127.375	774428.125	248	R-193	681959.10	764084.10	220
GROIN 1	666545.625	774582.125	248	R-194	682996.6	763295.6	220
GROIN 3	666581.375	774489.813	248	R-195	683662.1	762625.1	220
R-176	667335.625	773671.125	245	R-196	684376	762037.1	225
R-177	667878.688	772960.313	220	R-197	685066.5	761215.4	225
R-178	668634.375	772145.125	227	R-198	685859.1	760662.6	225
R-179	669180	771546.125	230	R-199	686470.1	759735.1	225
R-180	669931.125	770720.5	210	R-200	687111.4	759122	230
R-181	670772.875	770198.625	205	R-201	688006.1	758428	235
R-182	671773.875	769985.625	204	R-202	688024.4	757304	265
R-183	672566.875	769642.625	205	R-203	688193.1	755976.1	255
R-184	673555.375	769229.625	205	R-204	688540.1	754979.6	265
R-185	674405.875	768650.125	200	R-205	689409.9	754511	235
R-186	675299.875	768269.125	205	R-206	690175.2	753582.5	230
R-187	676626.59	767772.86	205	R-207	690818.4	752698	190
R-188	678055.1	766965.7	210	R-208	691853.9	752572.5	190
R-189	678958.1	766467.2	210	R-209	692873.4	752524	185
R-190	679784.1	765887.2	210	R-210	693980.9	752758.5	195
R-191	680532.1	765395.7	210				



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SHEET 4
FILE NO. 21504



28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

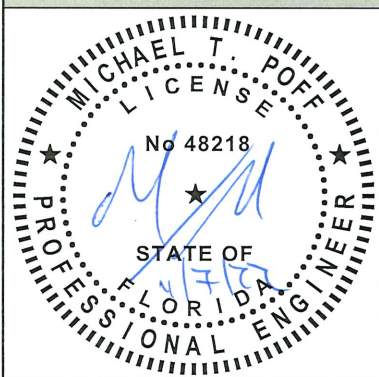
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FAX: (239)643-1143
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CLIENT: TOWN OF FORT MYERS BEACH
TITLE: BEACH FILL
PLAN VIEW
(C174-R187)

DATE:	11/03/2022	SCALE:	AS NOTED
DRAWN:	KMG	F.B.	
CHECKED:	MTP	P.G.	
SEC.	TWP.	RNG.	
ACAD NO.	21504-Permit-2021.dwg		
REF. NO.	21.504	NO.	DATE BY REVISION DESCRIPTION
		1	4/5/2022 KMG ADDRESSED DEP RAI #1
		2	7/14/2022 MTP ADDRESSED DEP RAI #2
		3	11/03/2022 KMG ADDED OFFSHORE BORROW AREA

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0413684-001-JC



SHEET 5
FILE NO.: 21504-5



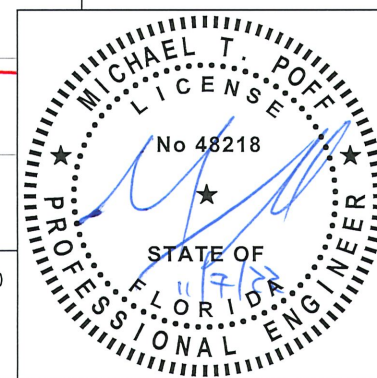
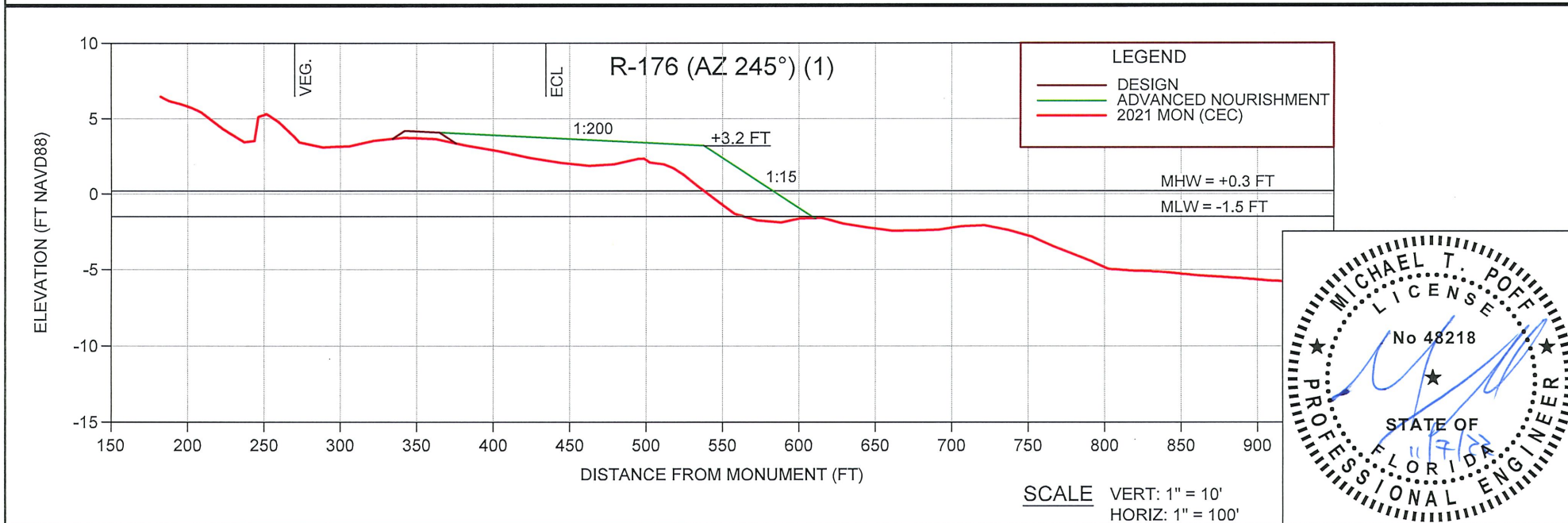
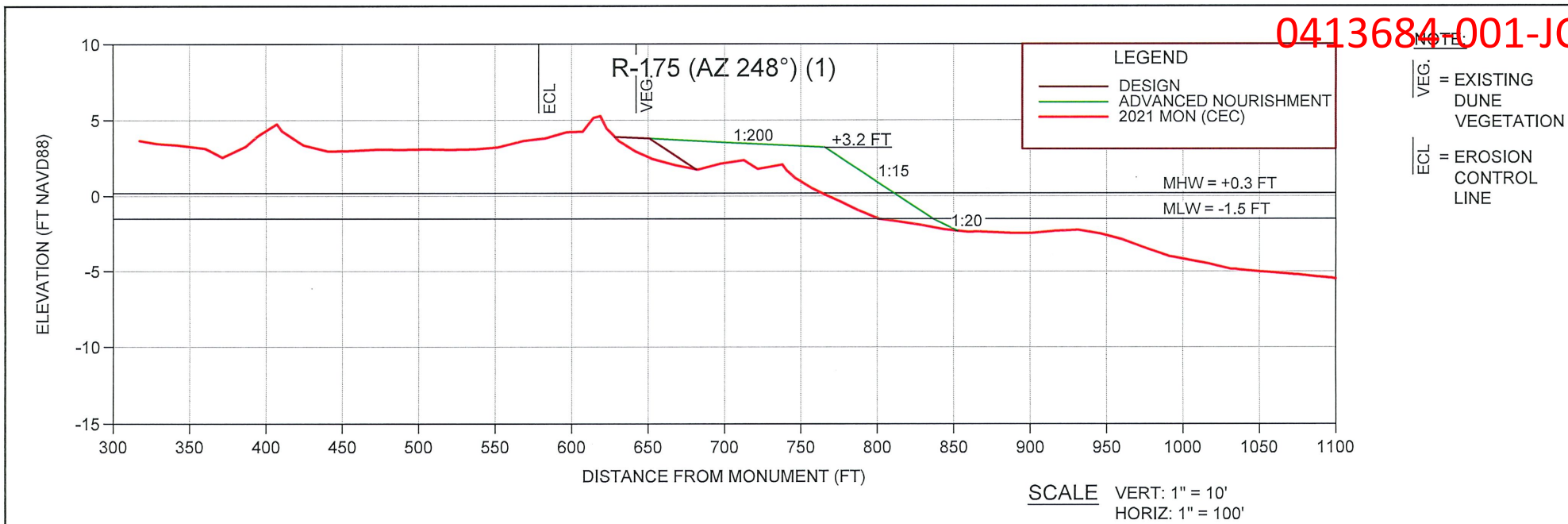
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CLIENT: TOWN OF FORT MYERS BEACH

TITLE: BEACH FILL
PLAN VIEW
(R187-R198)

DATE:	11/03/2022	SCALE:	AS NOTED		
DRAWN:	KMG	F.B.			
CHECKED:	MTP	PG.			
SEC.	TWP.	RNG.			
ACAD NO.	21504-Permit-2021.dwg				
REF. NO.	21.504	NO.	DATE	BY	REVISION DESCRIPTION
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		2	7/14/2022	MTP	ADDRESSED DEP RAI #2
		1	4/5/2022	KMG	ADDRESSED DEP RAI #1



SHEET 6
FILE NO.: 21004-6



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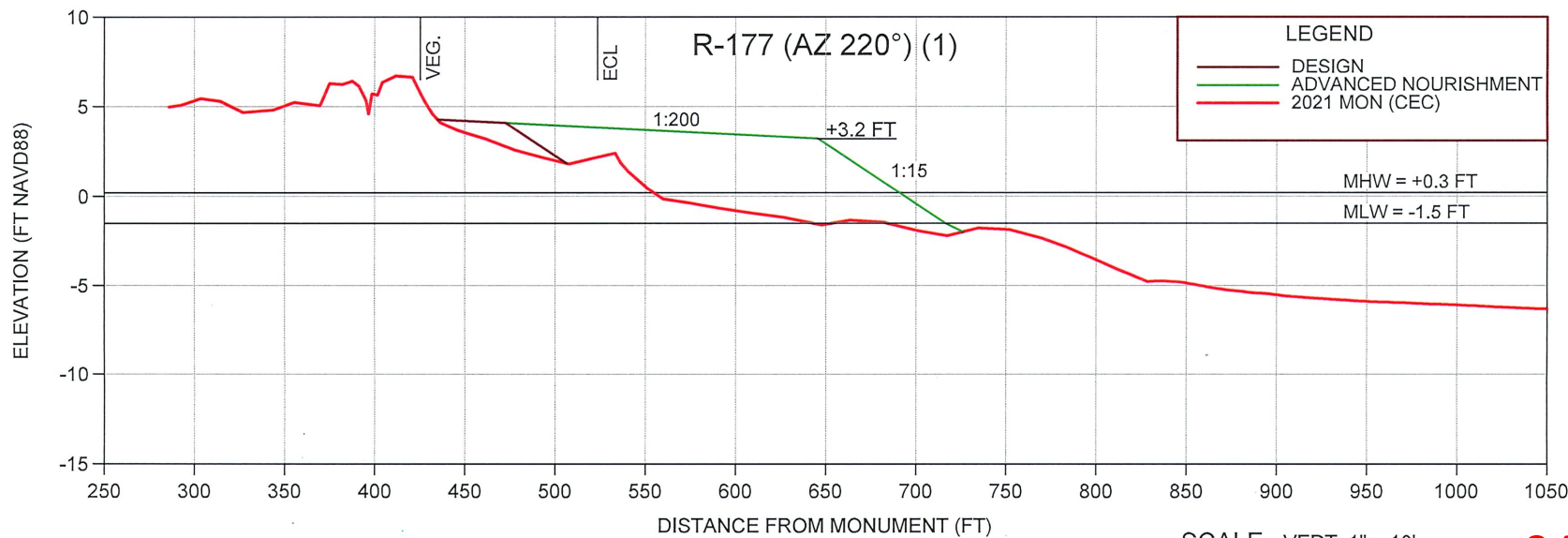
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SURVEY AND MAPPING
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SURVEYING: LB 2464

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: NORTH FILL SECTIONS

DATE:	11/03/2022	SCALE:	AS NOTED				
DRAWN:	KMG	F.B.					
CHECKED:	MTP	PG.		3	11/03/2022	KMG	ADDED OFFSHORE BORROW AREA
SEC.	TWP.	RNG.		2	7/14/2022	MTP	ADDRESSED DEP RAI #2
ACAD NO.	21504-Permit-2021.dwg			1	4/5/2022	KMG	ADDRESSED DEP RAI #1
REF. NO.	21.504			NO.	DATE	BY	REVISION DESCRIPTION



LEGEND

- DESIGN
- ADVANCED NOURISHMENT
- 2021 MON (CEC)

NOTE:

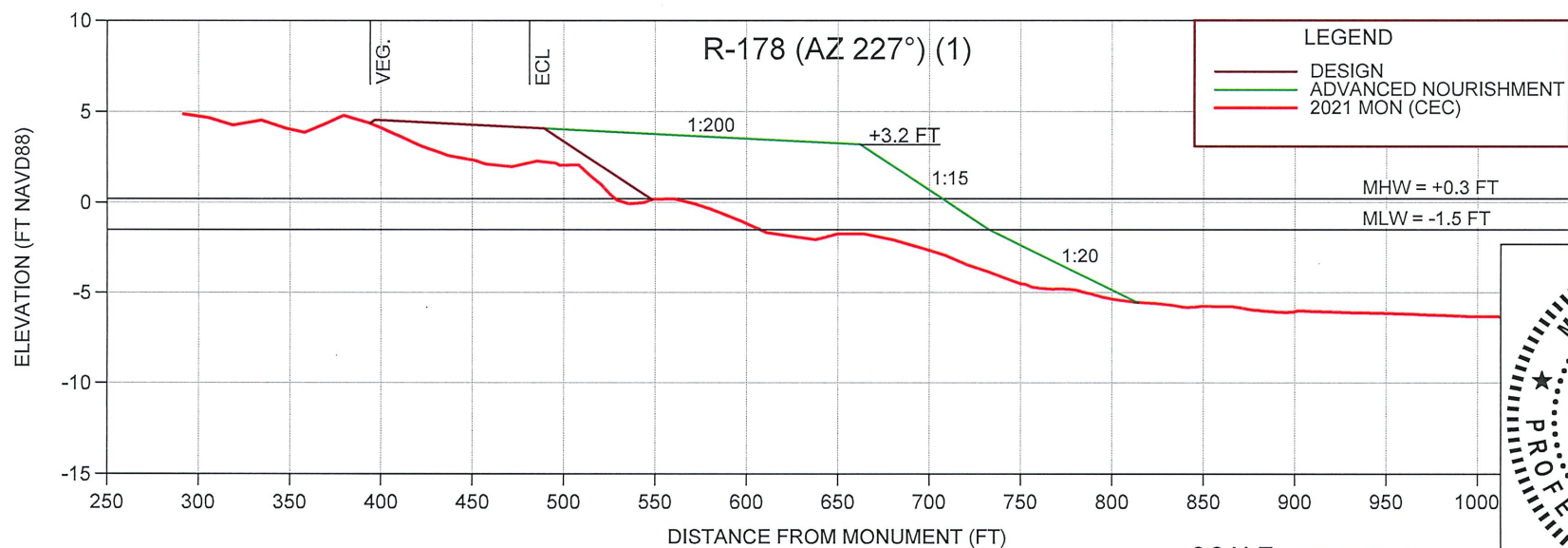
VEG. = EXISTING DUNE VEGETATION

ECL = EROSION CONTROL LINE

MHW = +0.3 FT
MLW = -1.5 FT

SCALE VERT: 1" = 10'
HORIZ: 1" = 100'

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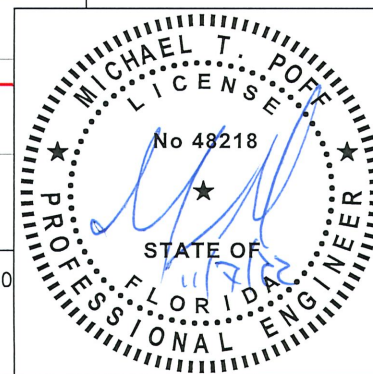


LEGEND

- DESIGN
- ADVANCED NOURISHMENT
- 2021 MON (CEC)

MHW = +0.3 FT
MLW = -1.5 FT

SCALE VERT: 1" = 10'
HORIZ: 1" = 100'



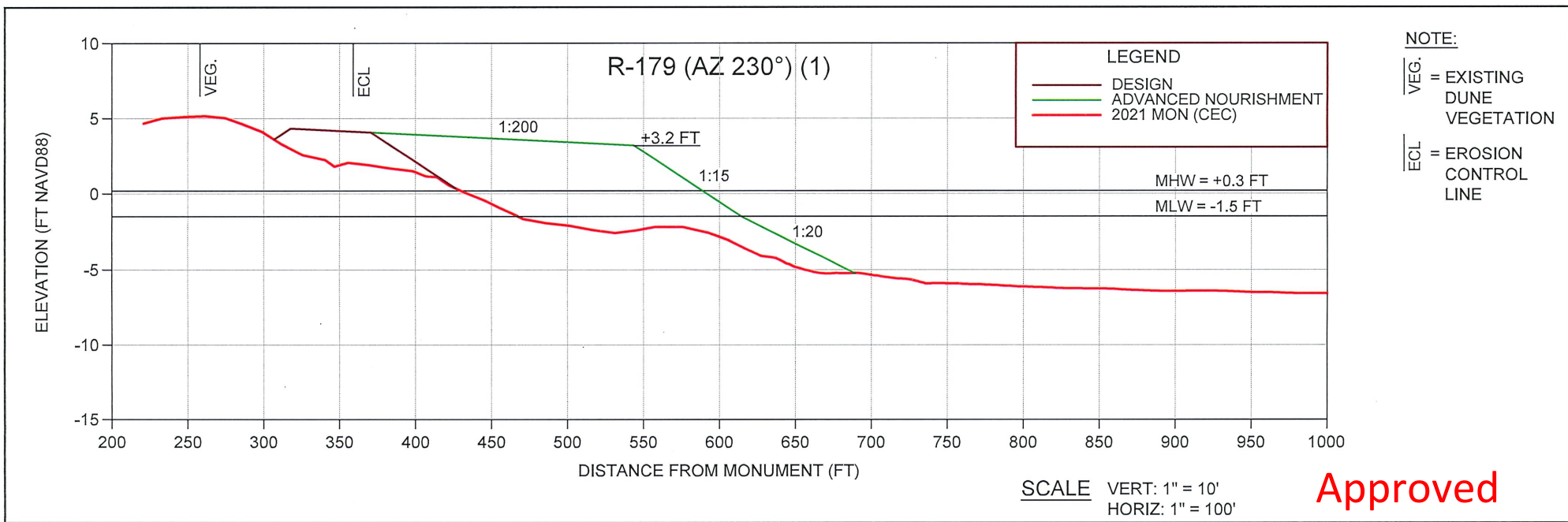
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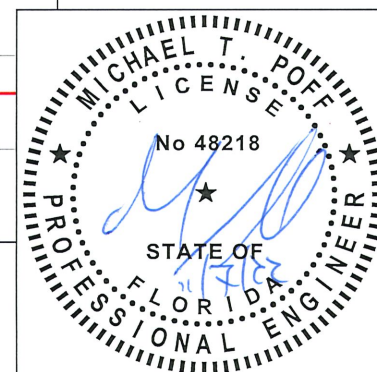
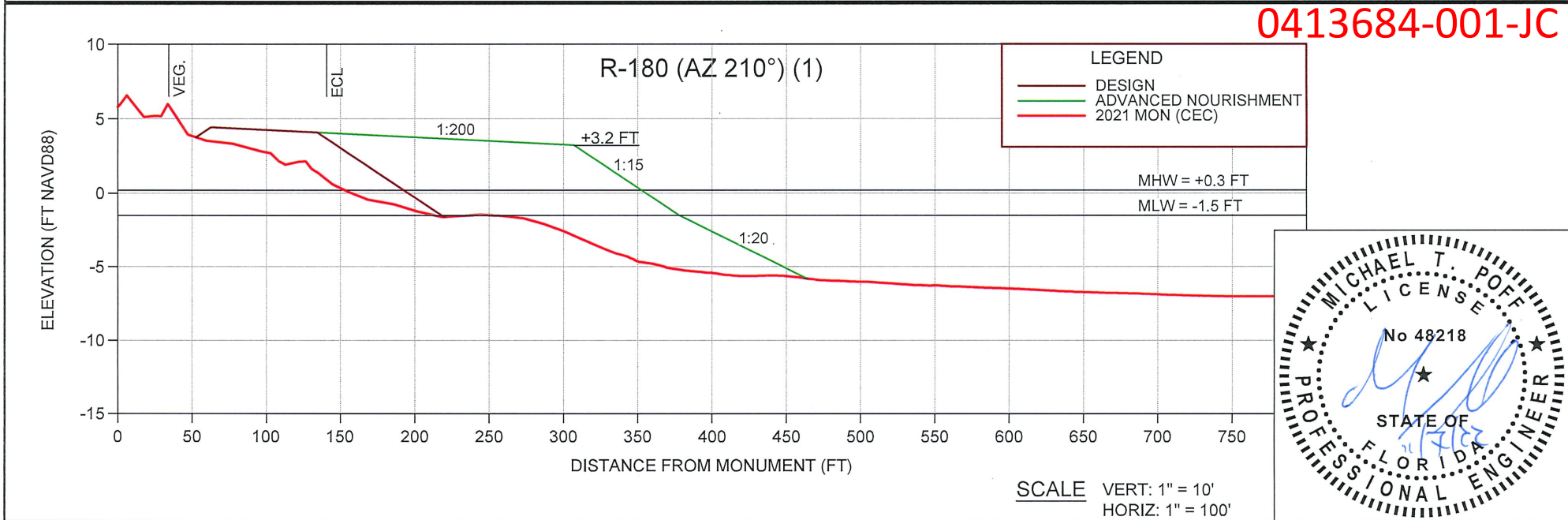
TITLE: NORTH FILL SECTIONS

DATE:	11/03/2022	SCALE:	AS NOTED				
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CHECKED:	MTP	PG.					
SEC.	TWP.	RNG.					
ACAD NO.	21504-Permit-2021.dwg						
REF. NO.	21.504						
NO.	DATE	BY	REVISION DESCRIPTION				
3	11/03/2022	KMG	ADDED OFFSHORE BORROW AREA				
2	7/14/2022	MTP	ADDRESSED DEP RAI #2				
1	4/5/2022	KMG	ADDRESSED DEP RAI #1				



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SHEET 8

FILE NO.: 21504-B



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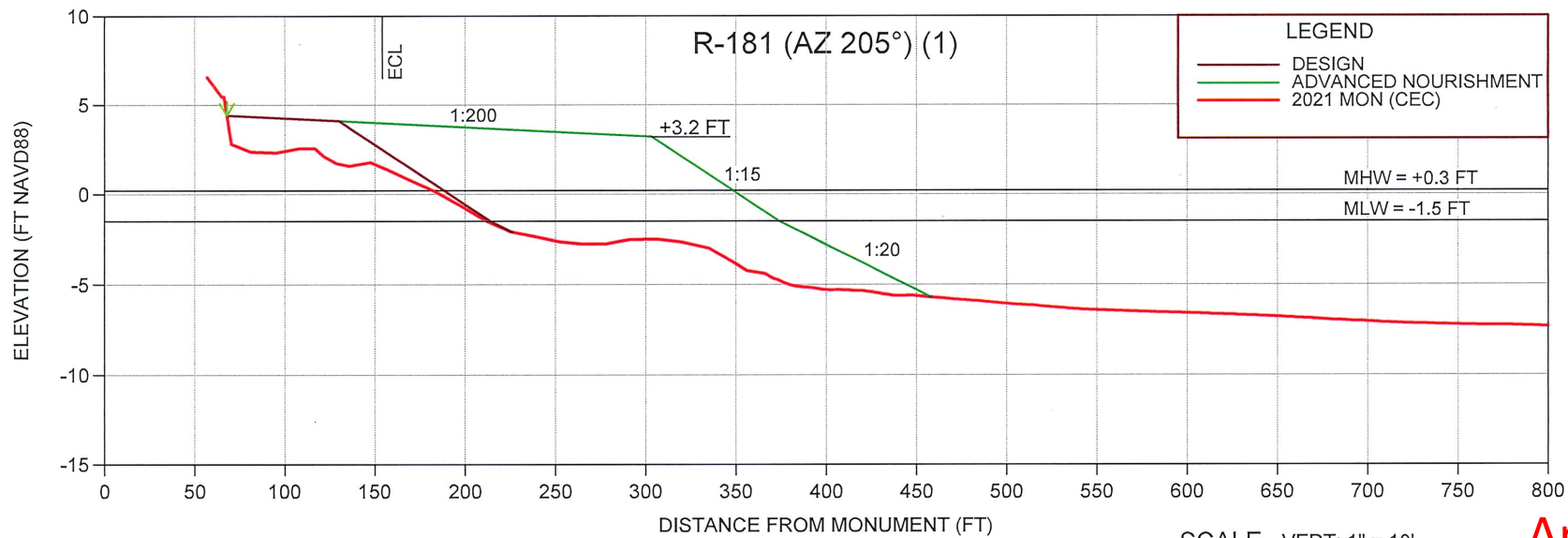
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ENGINEERING: CA 2464
SURVEYING: LB 2464

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FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

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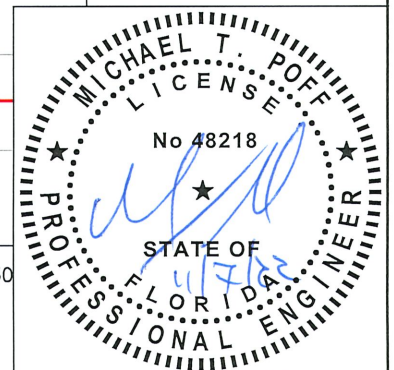
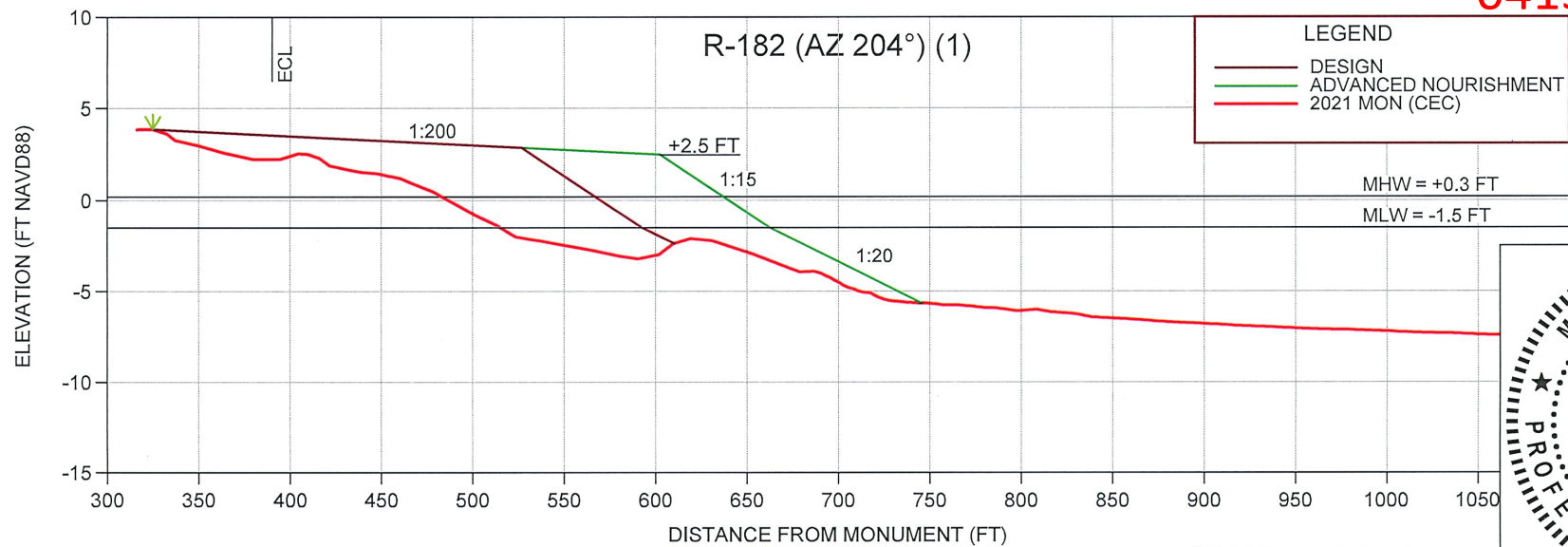
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DATE: 11/03/2022	SCALE: AS NOTED			
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CHECKED: MTP	PG.			
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REF. NO.	21.504		1	4/5/2022 KMG ADDRESSED DEP RAI #1
		NO. DATE BY	REVISION DESCRIPTION	



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SHEET 9
 FILE NO. 21504-9

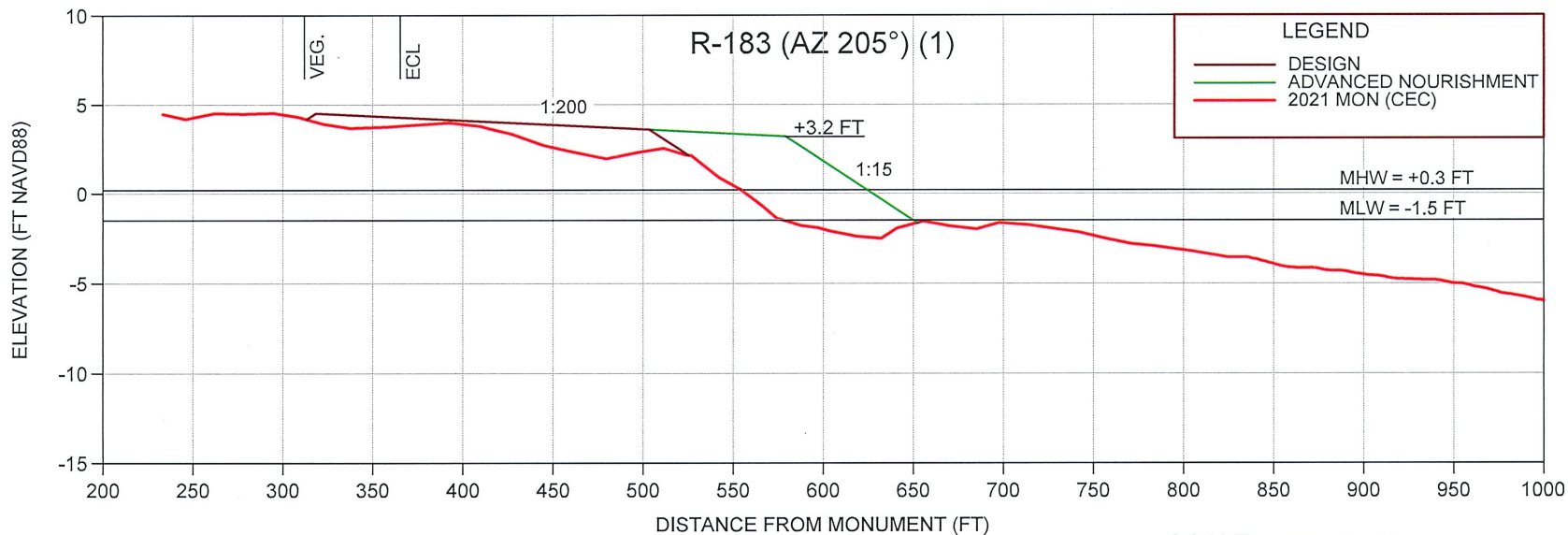
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CLIENT: TOWN OF FORT MYERS BEACH
 TITLE: NORTH FILL SECTIONS

DATE: 11/03/2022 SCALE: AS NOTED
 DRAWN: KMG F.B.
 CHECKED: MTP PG.
 SEC. TWP. RNG.
 ACAD NO. 21504-Permit-2021.dwg
 REF. NO. 21.504

NO.	DATE	BY	REVISION DESCRIPTION
3	11/03/2022	KMG	ADDED OFFSHORE BORROW AREA
2	7/14/2022	MTP	ADDRESSED DEP RAI #2
1	4/5/2022	KMG	ADDRESSED DEP RAI #1



LEGEND

— DESIGN
— ADVANCED NOURISHMENT
— 2021 MON (CEC)

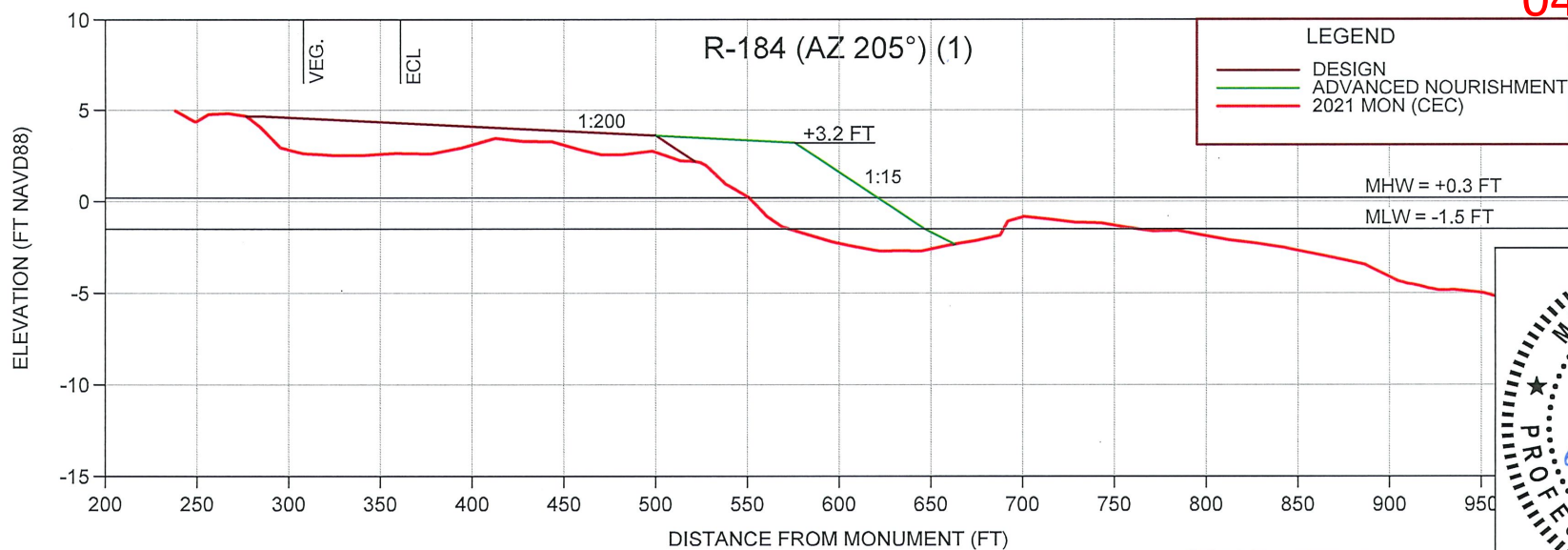
NOTE:

VEG. = EXISTING DUNE VEGETATION
ECL = EROSION CONTROL LINE

SCALE VERT: 1" = 10'
HORIZ: 1" = 100'

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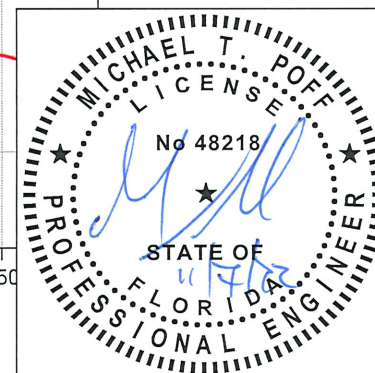


LEGEND

— DESIGN
— ADVANCED NOURISHMENT
— 2021 MON (CEC)

MHW = +0.3 FT
MLW = -1.5 FT

SCALE VERT: 1" = 10'
HORIZ: 1" = 100'



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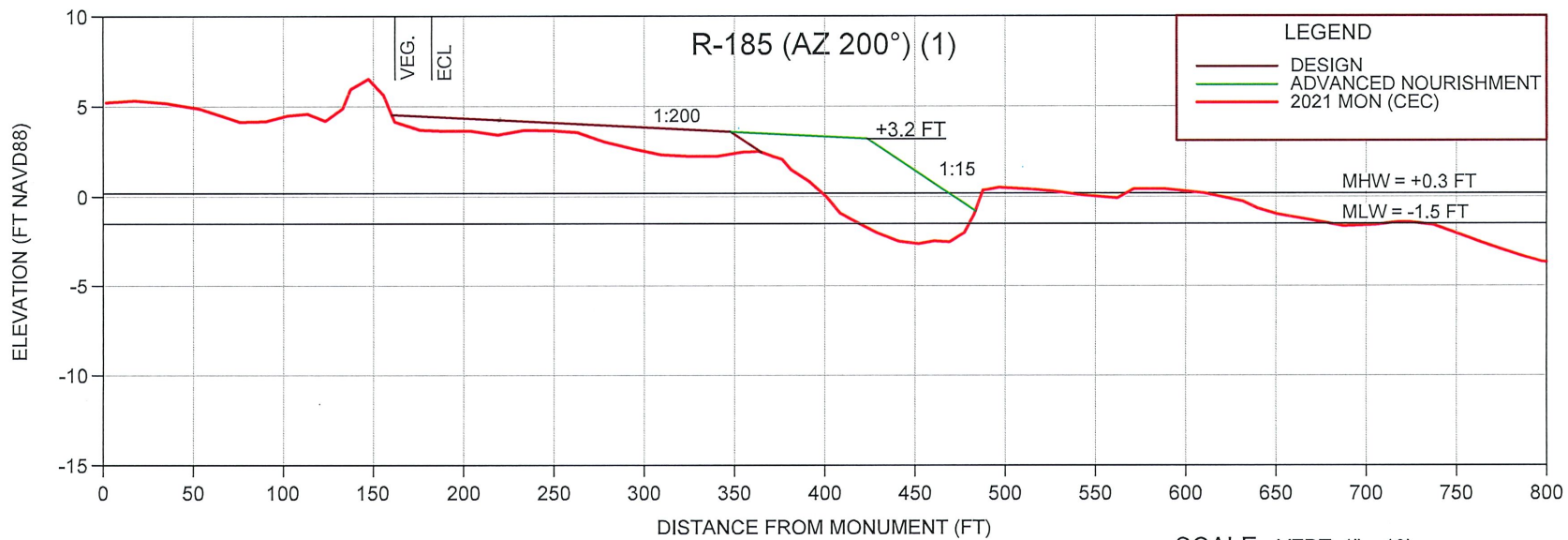
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PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: CENTRAL FILL SECTIONS

DATE:	11/03/2022	SCALE:	AS NOTED				
DRAWN:	KMG	F.B.					
CHECKED:	MTP	PG.					
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ACAD NO.	21504-Permit-2021.dwg						
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NO.	DATE	BY	REVISION DESCRIPTION				
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2	7/14/2022	MTP	ADDRESSED DEP RAI #2				
1	4/5/2022	KMG	ADDRESSED DEP RAI #1				



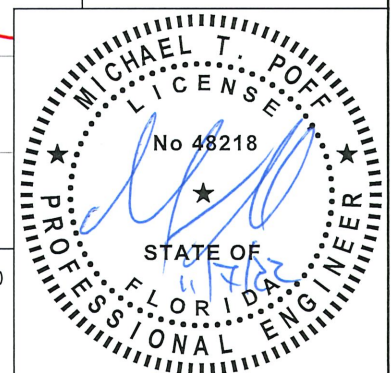
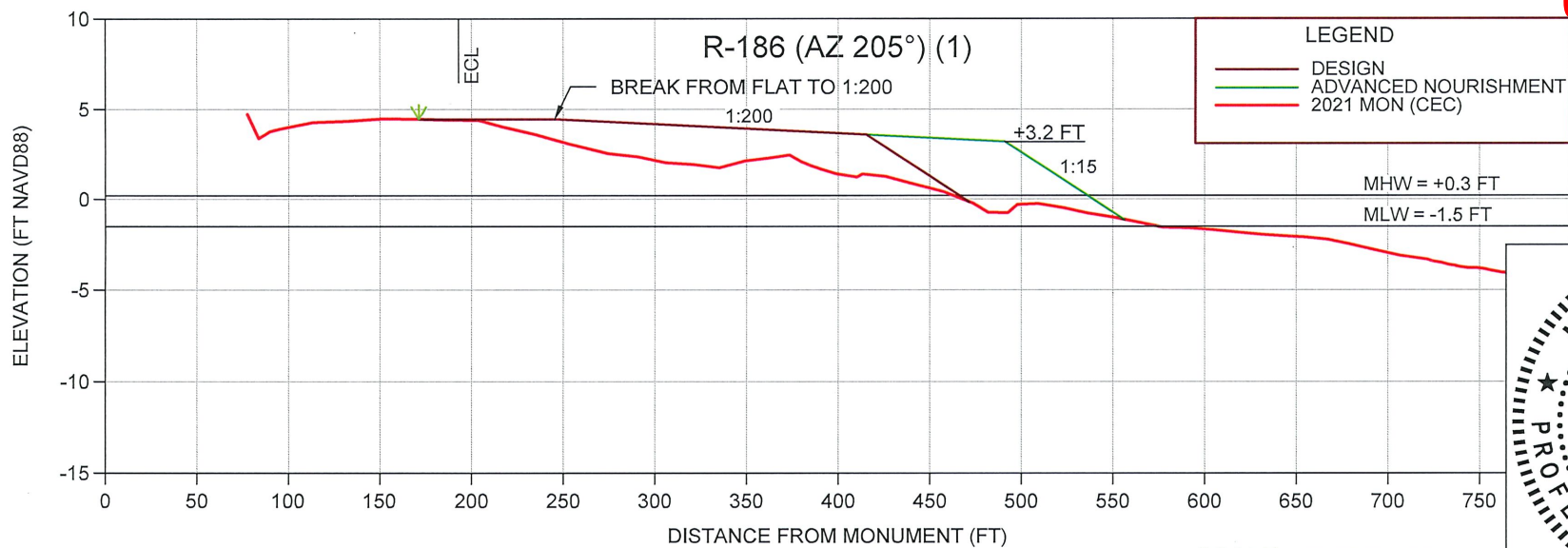
NOTE:
 ▼ = 10' WIDE
 DUNE PLANTINGS
 AT GRADE

VEG. = EXISTING
 DUNE
 VEGETATION

ECL = EROSION
 CONTROL
 LINE

Approved

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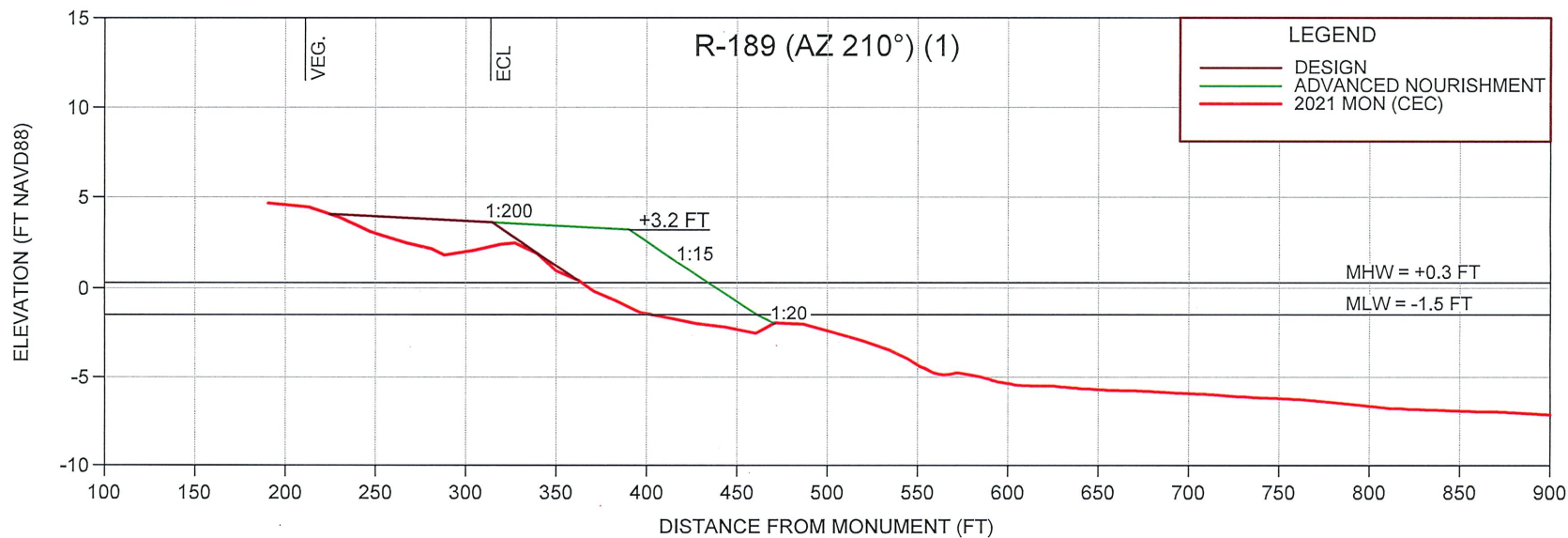
SHEET 11
FILE NO. 21504-11

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 www.coastalengineering.com
 E-Mail: info@cecifl.com

CLIENT: **TOWN OF FORT MYERS BEACH**
 TITLE: **CENTRAL FILL SECTIONS**

DATE:	11/03/2022	SCALE:	AS NOTED				
DRAWN:	KMG	F.B.					
CHECKED:	MTP	PG.					
SEC.	TWP.	RNG.					
ACAD NO.	21504-Permit-2021.dwg			3	11/03/2022	KMG	ADDED OFFSHORE BORROW AREA
REF. NO.	21.504			2	7/14/2022	MTP	ADDRESSED DEP RAI #2
				1	4/5/2022	KMG	ADDRESSED DEP RAI #1
				NO.	DATE	BY	REVISION DESCRIPTION



LEGEND

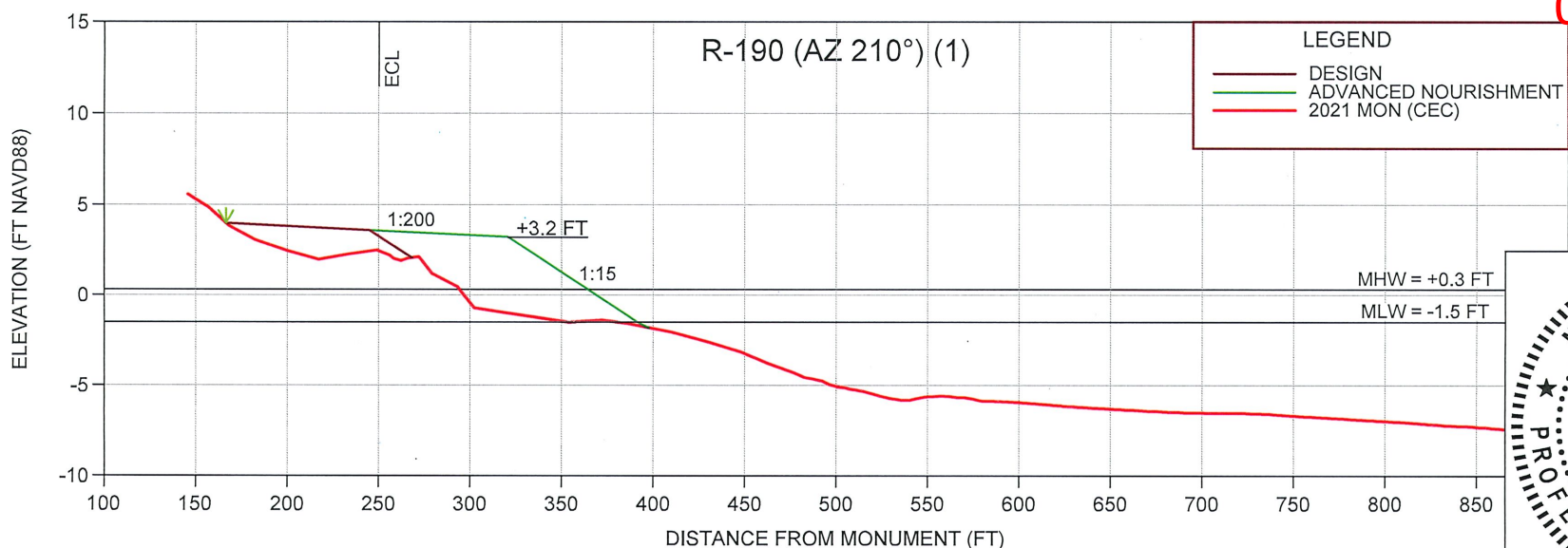
- DESIGN
- ADVANCED NOURISHMENT
- 2021 MON (CEC)

NOTE:
 ▼ = 10' WIDE
 DUNE PLANTINGS
 AT GRADE
 VEG. = EXISTING
 DUNE
 VEGETATION
 ECL = EROSION
 CONTROL
 LINE

SCALE VERT: 1" = 10'
 HORIZ: 1" = 100'

Approved

0413684-001-JC

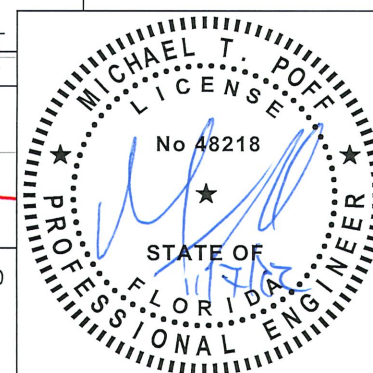


LEGEND

- DESIGN
- ADVANCED NOURISHMENT
- 2021 MON (CEC)

MHW = +0.3 FT
 MLW = -1.5 FT

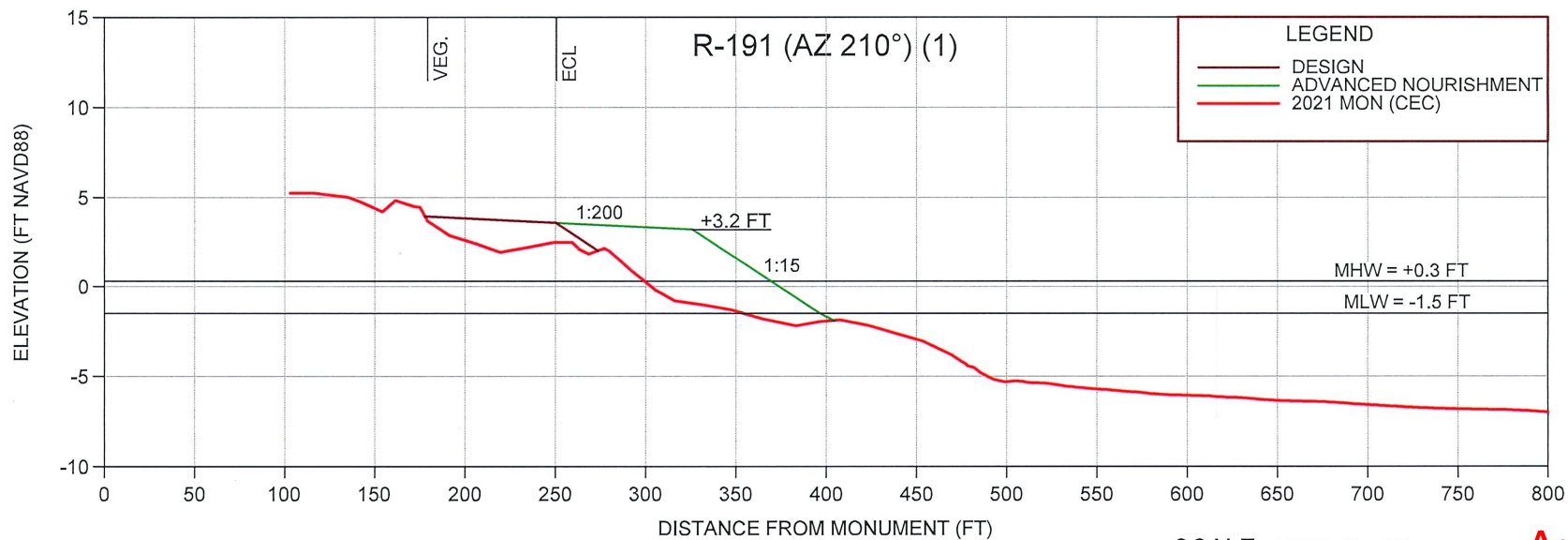
SCALE VERT: 1" = 10'
 HORIZ: 1" = 100'



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CLIENT: **TOWN OF FORT MYERS BEACH**
 TITLE: **CENTRAL FILL SECTIONS**

DATE:	11/03/2022	SCALE:	AS NOTED
DRAWN:	KMG	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	21504-Permit-2021.dwg		
REF. NO.	21.504		
NO.	DATE	BY	REVISION DESCRIPTION
3	11/03/2022	KMG	ADDED OFFSHORE BORROW AREA
2	7/14/2022	MTP	ADDRESSED DEP RAI #2
1	4/5/2022	KMG	ADDRESSED DEP RAI #1



LEGEND

— DESIGN
— ADVANCED NOURISHMENT
— 2021 MON (CEC)

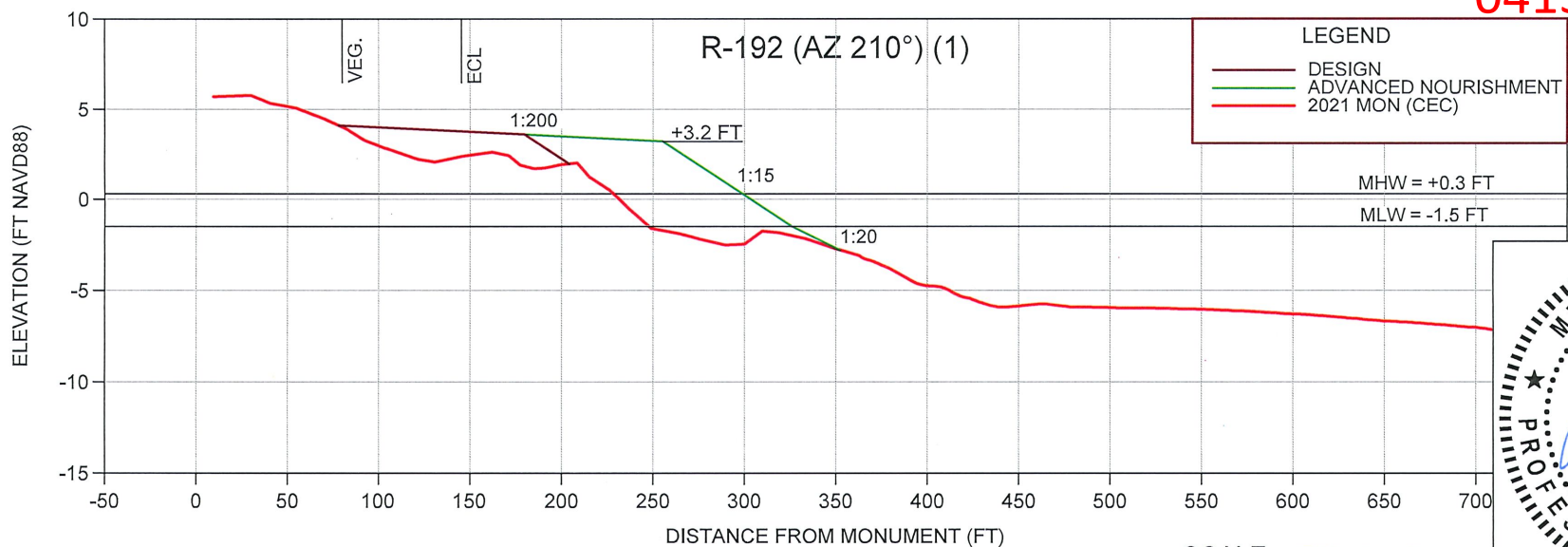
NOTE:

VEG. = EXISTING
DUNE
VEGETATION
ECL = EROSION
CONTROL
LINE

SCALE VERT: 1" = 10'
HORIZ: 1" = 100'

Approved

0413684-001-JC



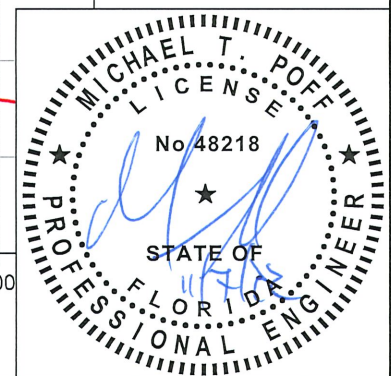
LEGEND

— DESIGN
— ADVANCED NOURISHMENT
— 2021 MON (CEC)

MHW = +0.3 FT

MLW = -1.5 FT

SCALE VERT: 1" = 10'
HORIZ: 1" = 100'



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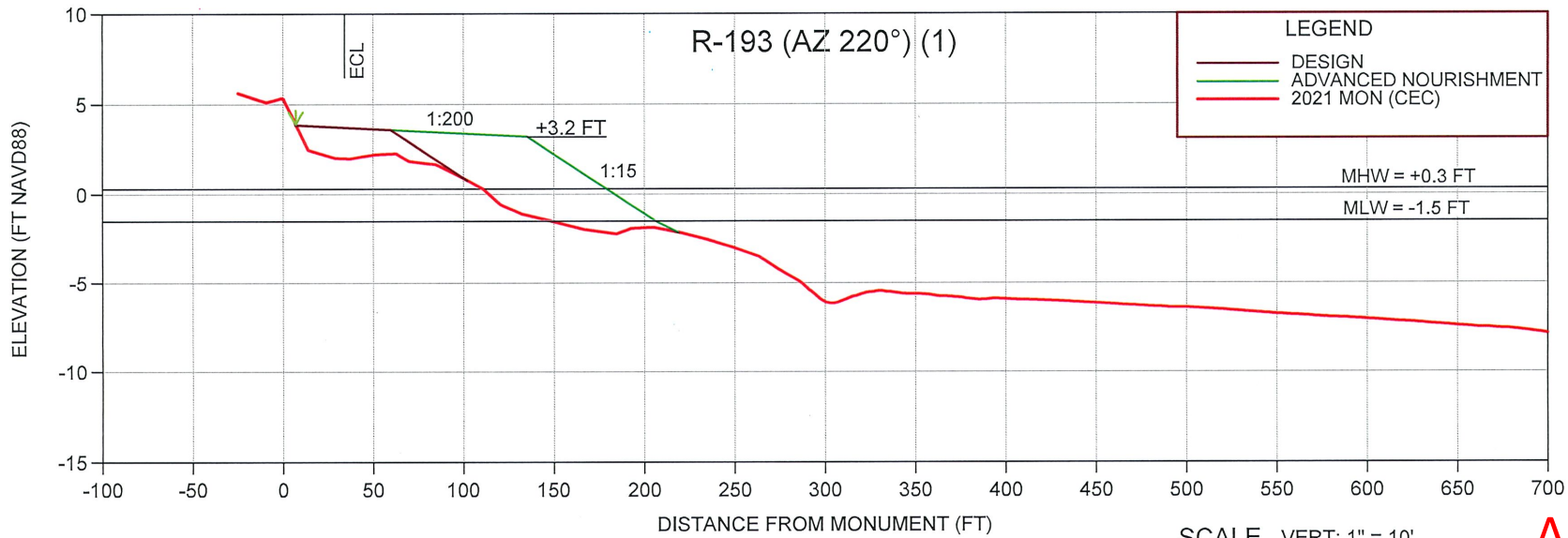
COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY AND MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464
PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@ceciff.com

CLIENT: **TOWN OF FORT MYERS BEACH**

TITLE: **CENTRAL FILL SECTIONS**

DATE: 11/03/2022 SCALE: AS NOTED
DRAWN: KMG F.B.
CHECKED: MTP PG.
SEC. TWP. RNG.
ACAD NO. 21504-Permit-2021.dwg
REF. NO. 21,504

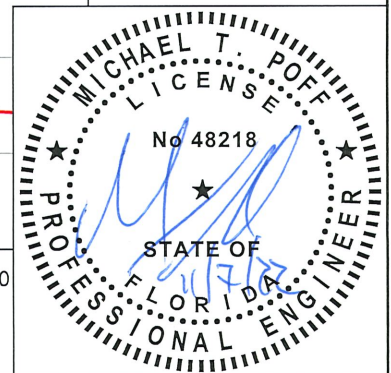
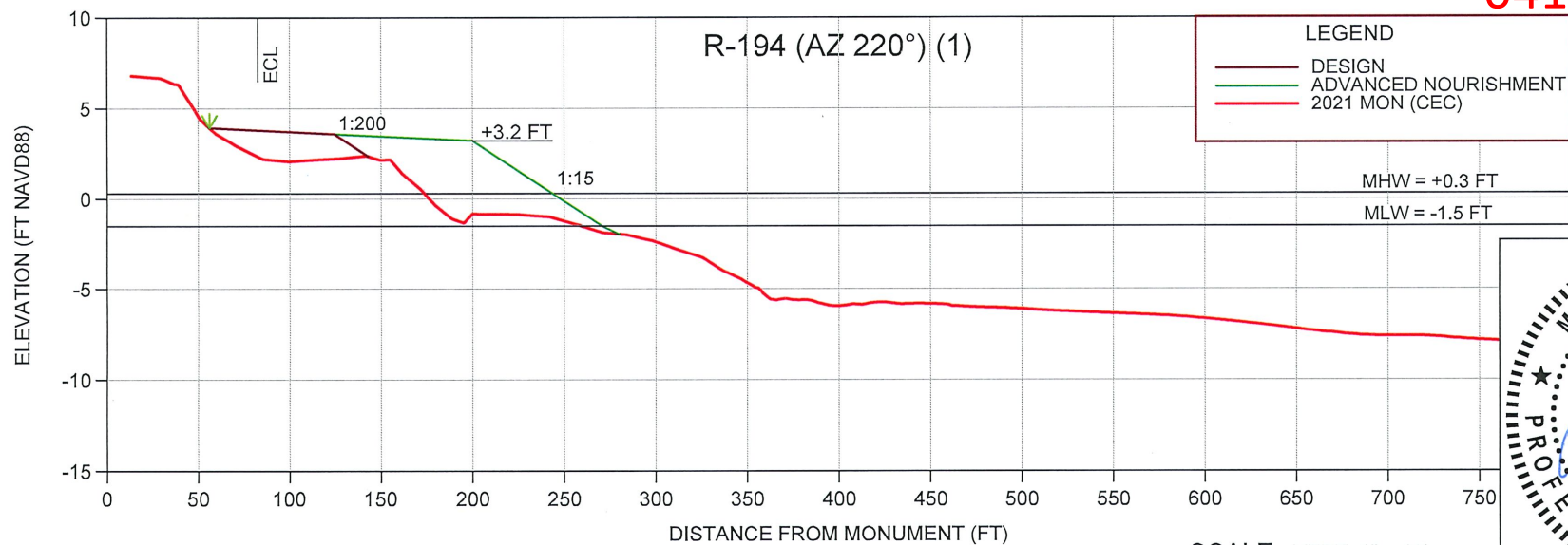
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2	7/14/2022	MTP	ADDRESSED DEP RAI #2
1	4/5/2022	KMG	ADDRESSED DEP RAI #1



NOTE:
 ▼ = 10' WIDE
 DUNE PLANTINGS
 AT GRADE
 ECL = EROSION
 CONTROL
 LINE

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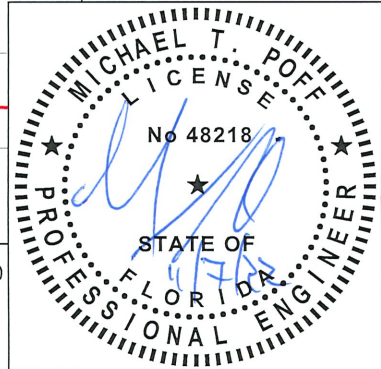
SHEET 15
FILE NO.: 21504-15

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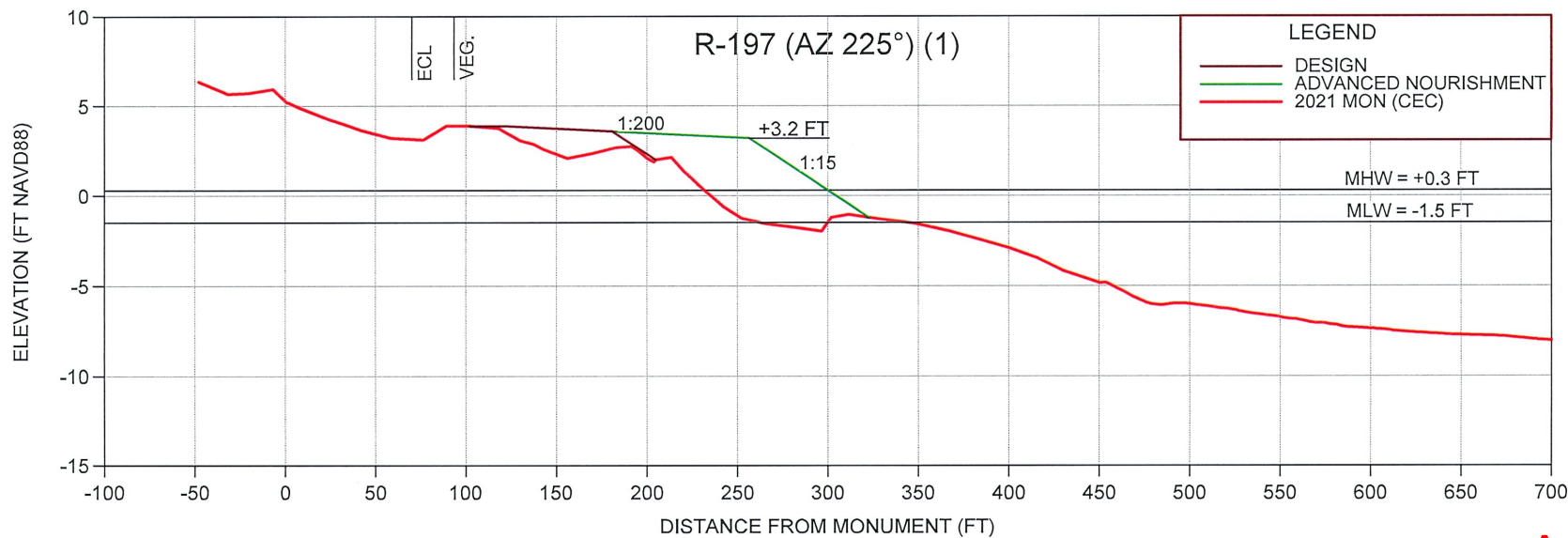
COASTAL & MARINE ENGINEERING
 ENVIRONMENTAL & GEOLOGICAL SERVICES
 SURVEY AND MAPPING
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 SURVEYING: LB 2464
 PHONE: (239)643-2324
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 www.coastalengineering.com
 E-Mail: info@cecifl.com

CLIENT: **TOWN OF FORT MYERS BEACH**
 TITLE: **CENTRAL FILL SECTIONS**

DATE:	11/03/2022	SCALE:	AS NOTED				
DRAWN:	KMG	F.B.					
CHECKED:	MTP	PG.					
SEC.	TWP.	RNG.		3	11/03/2022	KMG	ADDED OFFSHORE BORROW AREA
ACAD NO.	21504-Permit-2021.dwg			2	7/14/2022	MTP	ADDRESSED DEP RAI #2
REF. NO.	21.504			1	4/5/2022	KMG	ADDRESSED DEP RAI #1
				NO.	DATE	BY	REVISION DESCRIPTION



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												NO.	DATE	BY	REVISION DESCRIPTION		



LEGEND

— DESIGN

— ADVANCED NOURISHMENT

— 2021 MON (CEC)

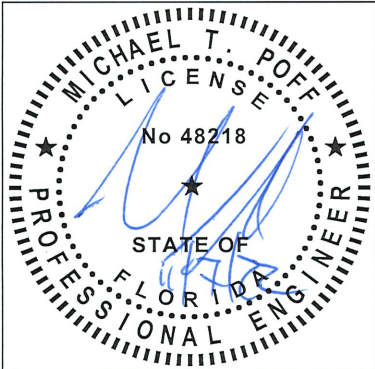
NOTE:

VEG. = EXISTING DUNE VEGETATION

ECL = EROSION CONTROL LINE

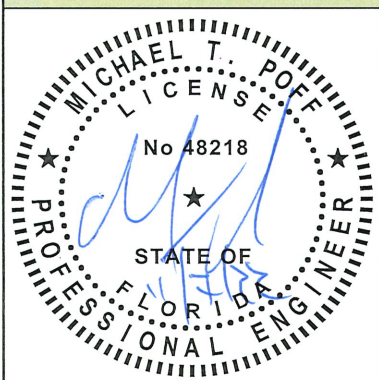
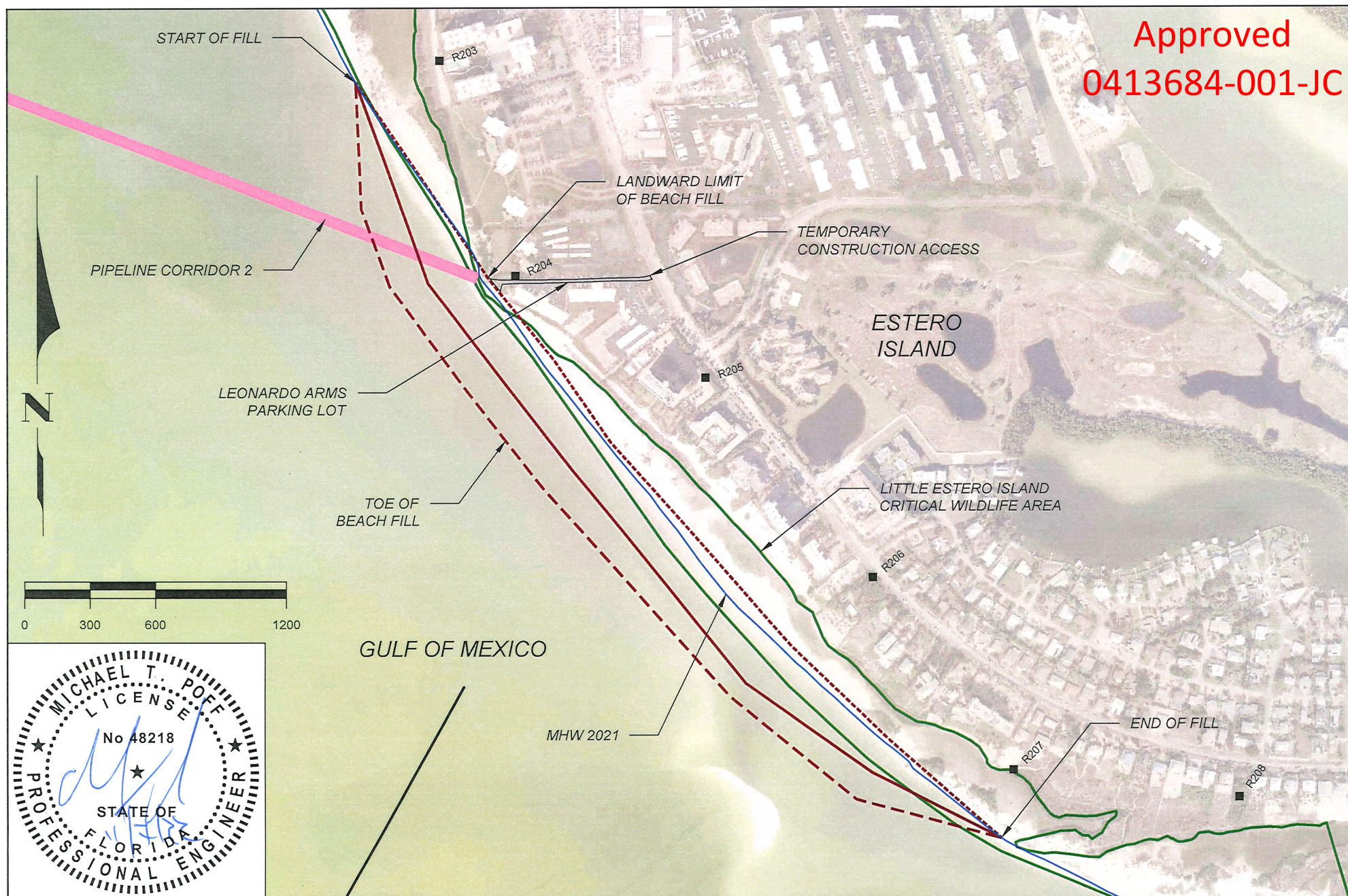
SCALE VERT: 1" = 10'
HORIZ: 1" = 100'

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SHEET 17 FILE NO.: 21504-17	COASTAL ENGINEERING CONSULTANTS INC. Serving Florida Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135	COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY AND MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464 PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifl.com	CLIENT: TOWN OF FORT MYERS BEACH TITLE: CENTRAL FILL SECTIONS	DATE: 11/03/2022	SCALE: AS NOTED				
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				CHECKED: MTP	PG.				
				SEC.	TWP.	RNG.			
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				REF. NO.	21.504	NO.	DATE	BY	REVISION DESCRIPTION
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						2	7/14/2022	MTP	ADDRESSED DEP RAI #2
						1	4/5/2022	KMG	ADDRESSED DEP RAI #1

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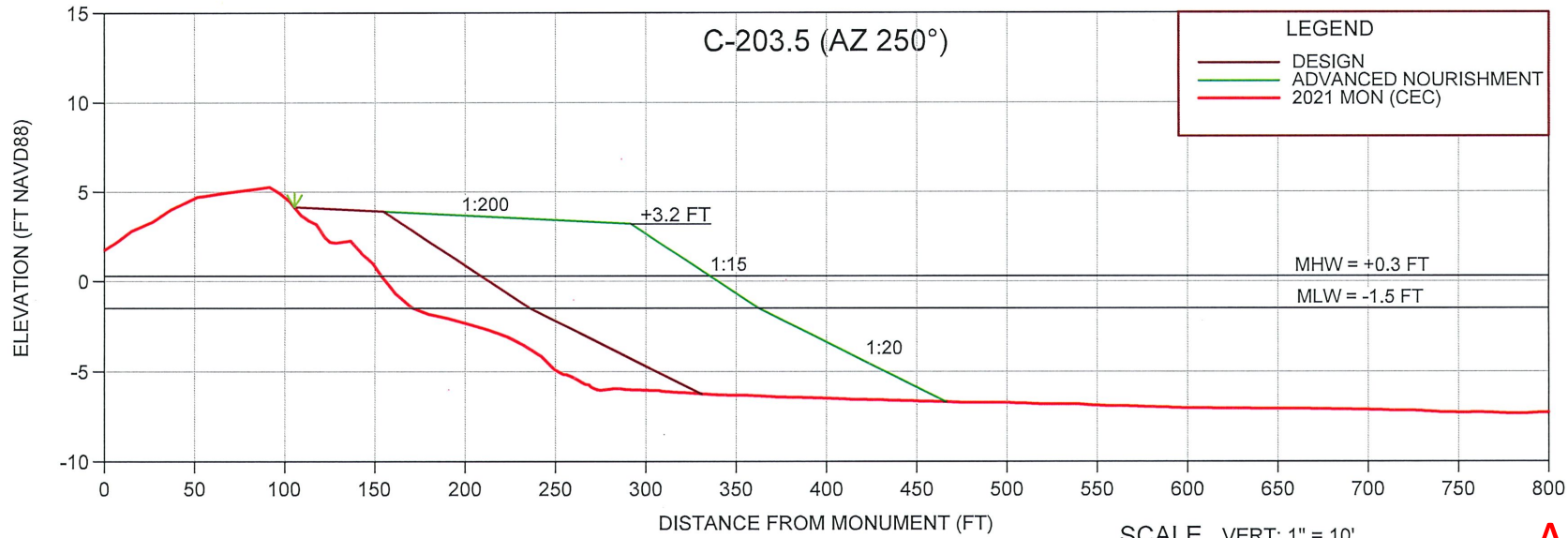
COASTAL & MARINE ENGINEERING
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SURVEYING: LB 2464

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E-Mail: info@cecifl.com

CLIENT: TOWN OF FORT MYERS BEACH

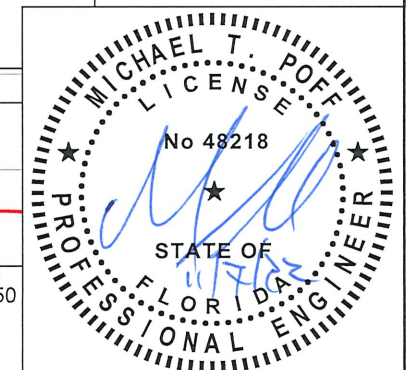
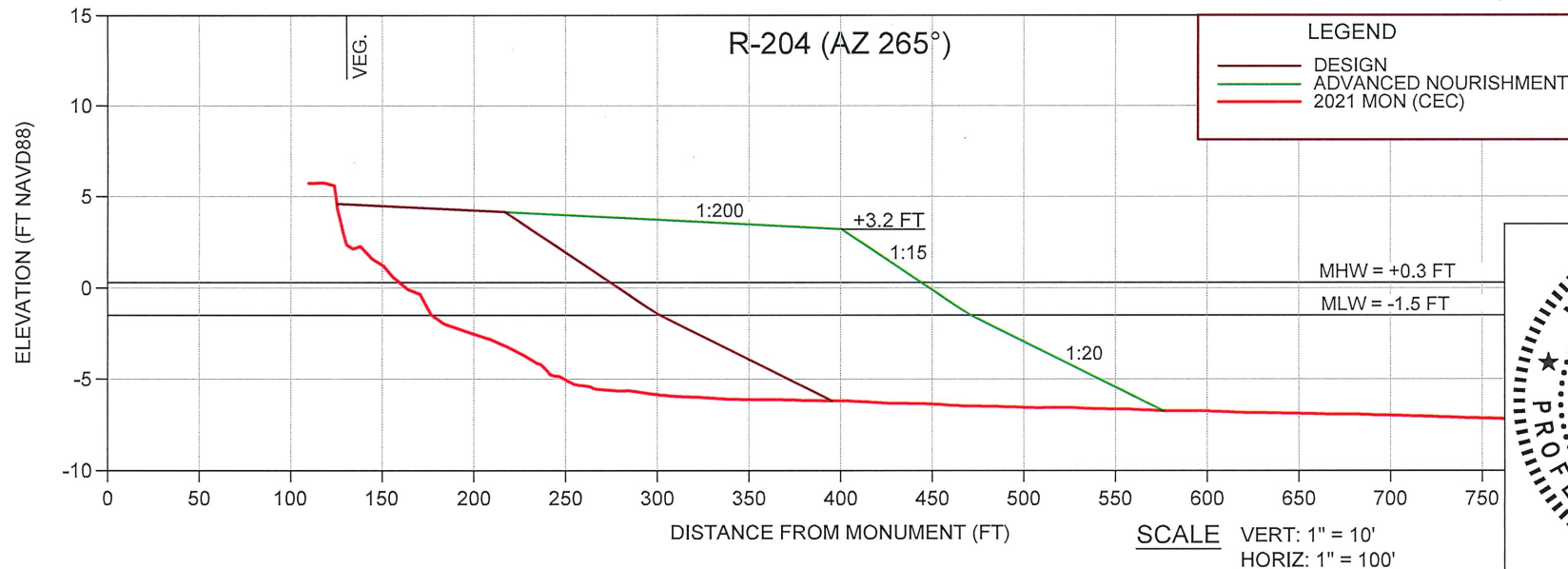
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PLAN VIEW
(R203-R207)

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CHECKED:	MTP	PG.					
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REF. NO.	21.504			1	4/5/2022	KMG	ADDRESSED DEP RAI #1
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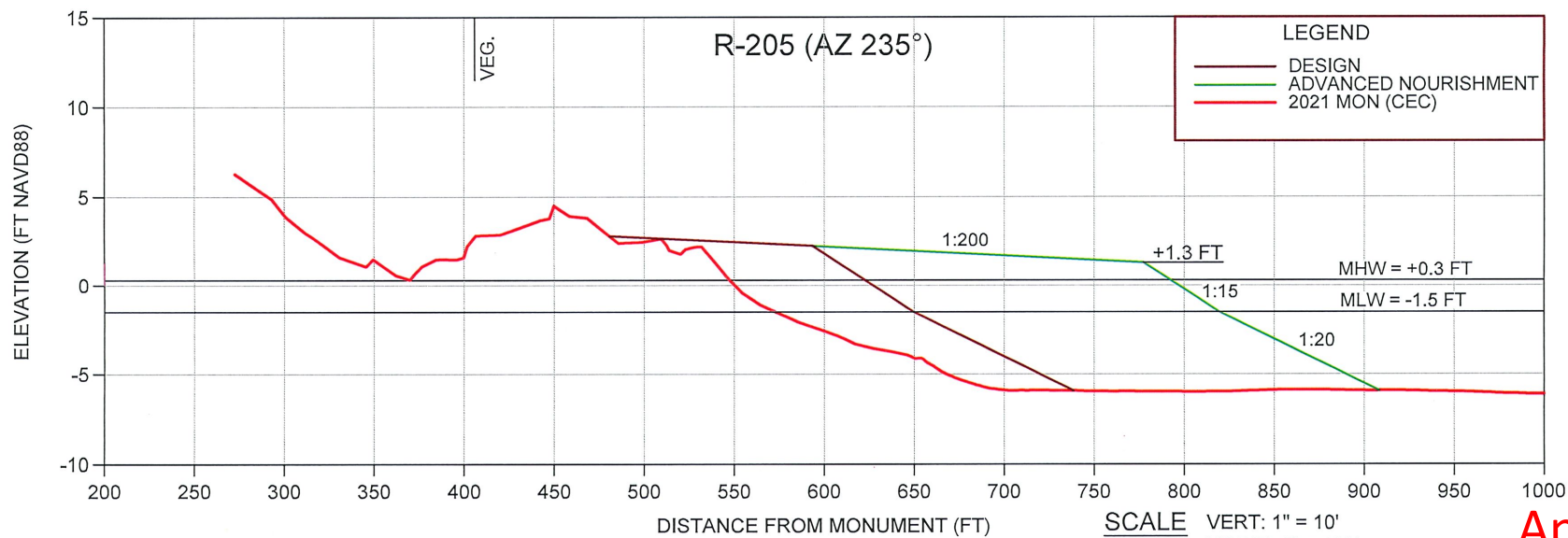


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CLIENT: TOWN OF FORT MYERS BEACH
TITLE: SOUTH FILL TYPICAL SECTIONS

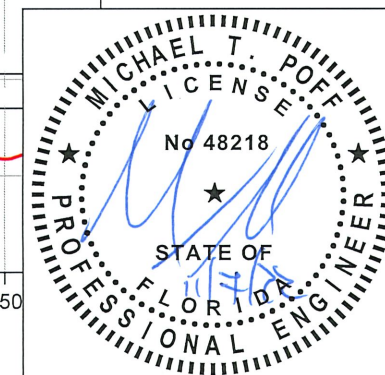
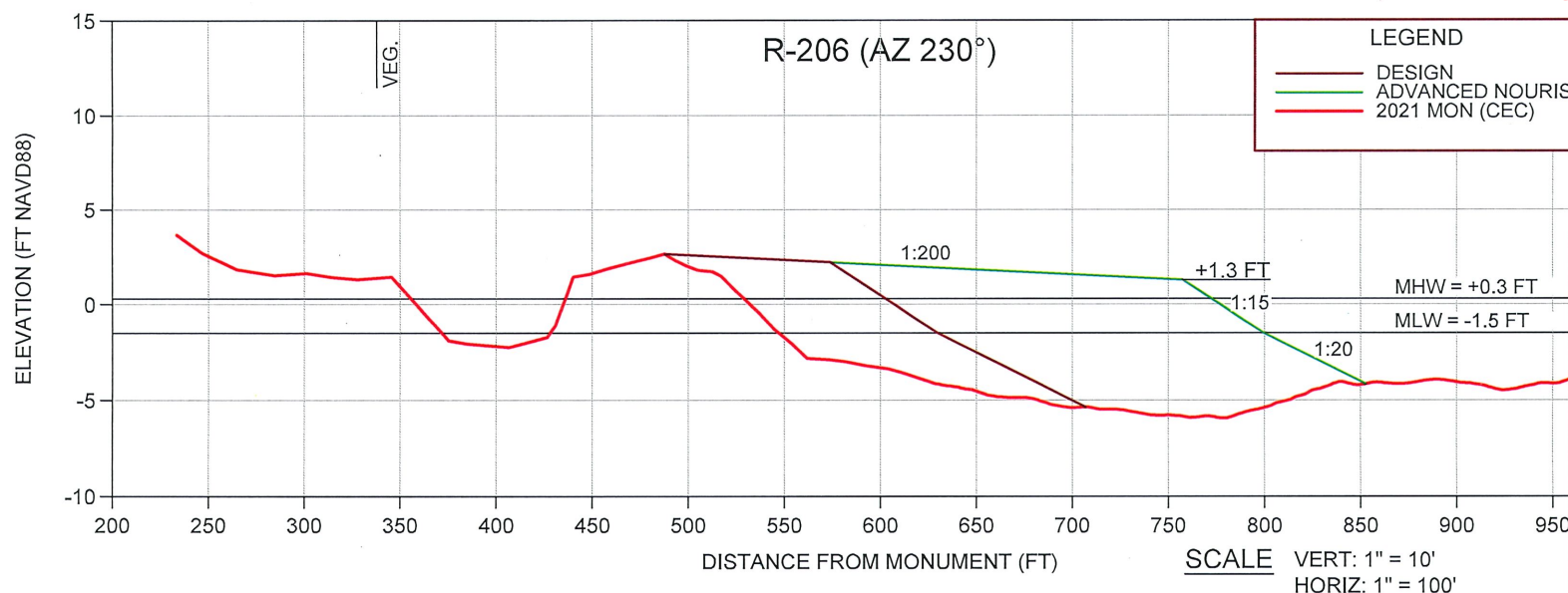
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1	4/5/2022	KMG	ADDRESSED DEP RAI #1



NOTE:
 VEG. = EXISTING
 DUNE
 VEGETATION

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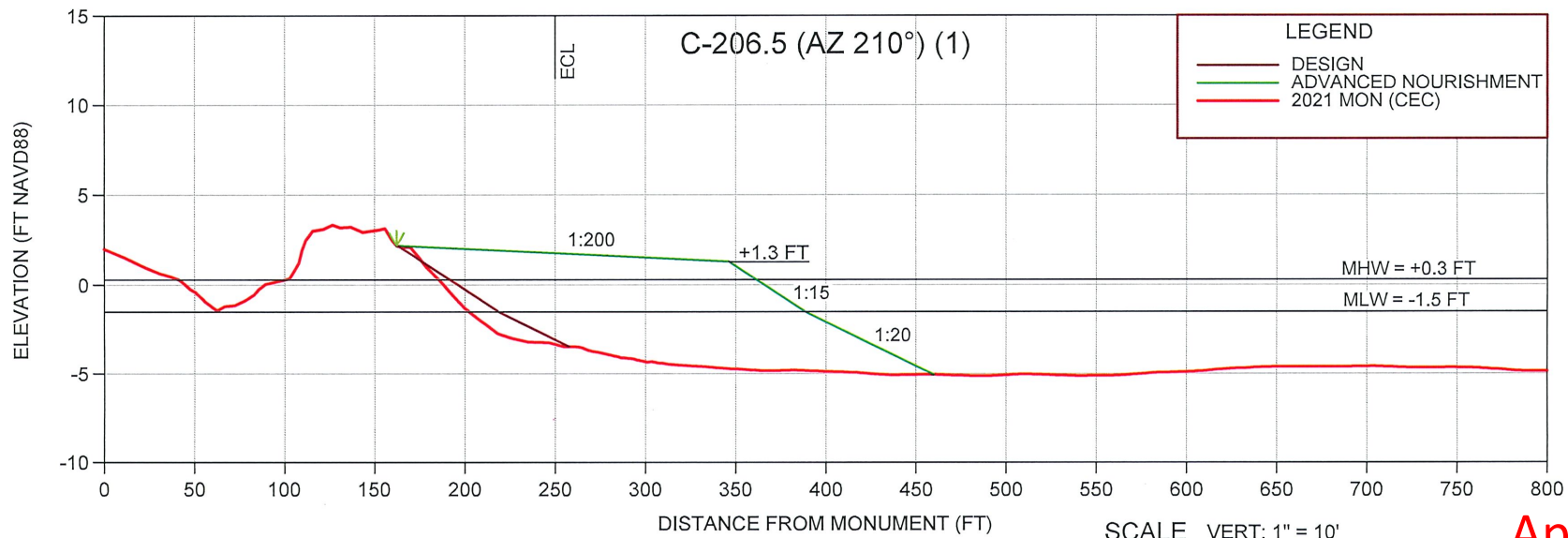


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CLIENT: TOWN OF FORT MYERS BEACH
 TITLE: SOUTH FILL
 TYPICAL SECTIONS

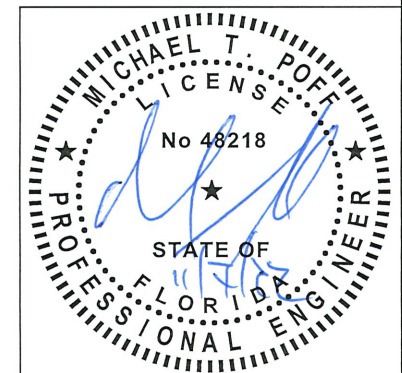
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1	4/5/2022	KMG	ADDRESSED DEP RAI #1



NOTE:
 = 10' WIDE
 DUNE PLANTINGS
 AT GRADE
 = EROSION
 CONTROL
 LINE

SCALE VERT: 1" = 10'
 HORIZ: 1" = 100'

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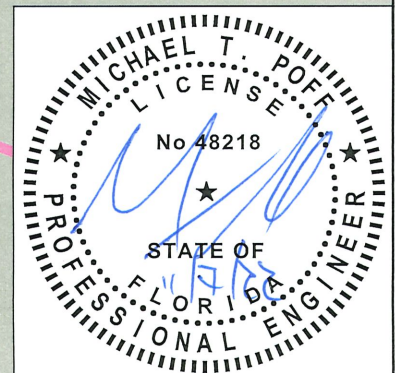
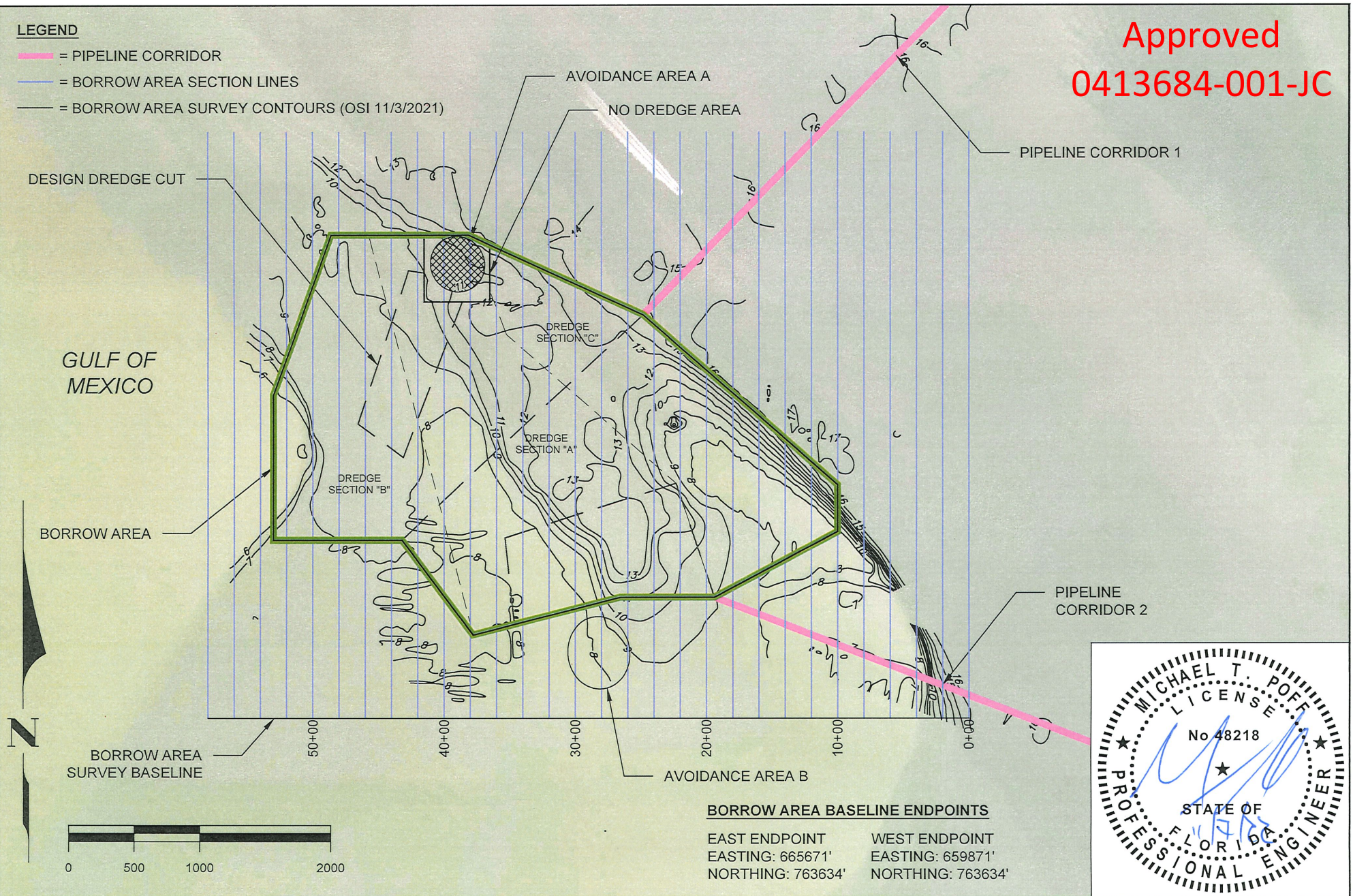
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 TYPICAL SECTIONS**

DATE:	11/03/2022	SCALE:	AS NOTED				
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1	4/5/2022	KMG	ADDRESSED DEP RAI #1				

LEGEND

- = PIPELINE CORRIDOR
- = BORROW AREA SECTION LINES
- = BORROW AREA SURVEY CONTOURS (OSI 11/3/2021)

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SHEET 22
FILE NO.: 21504-22

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CLIENT:

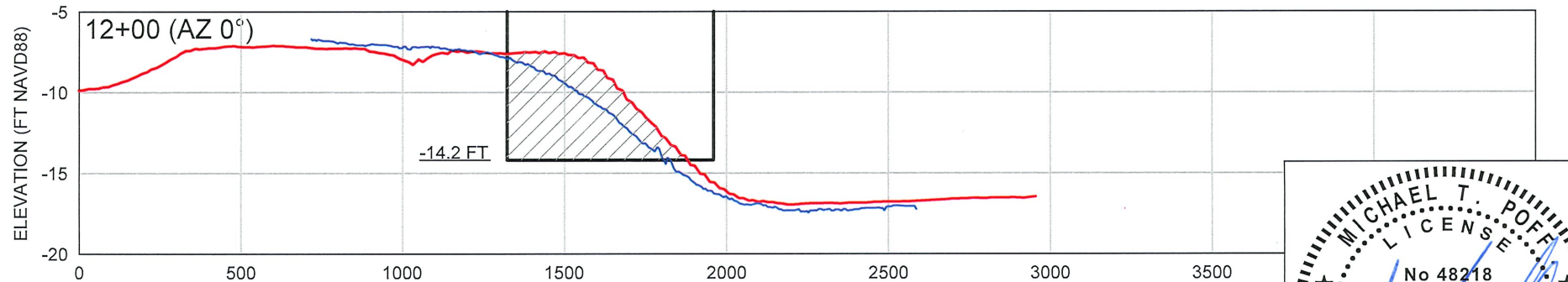
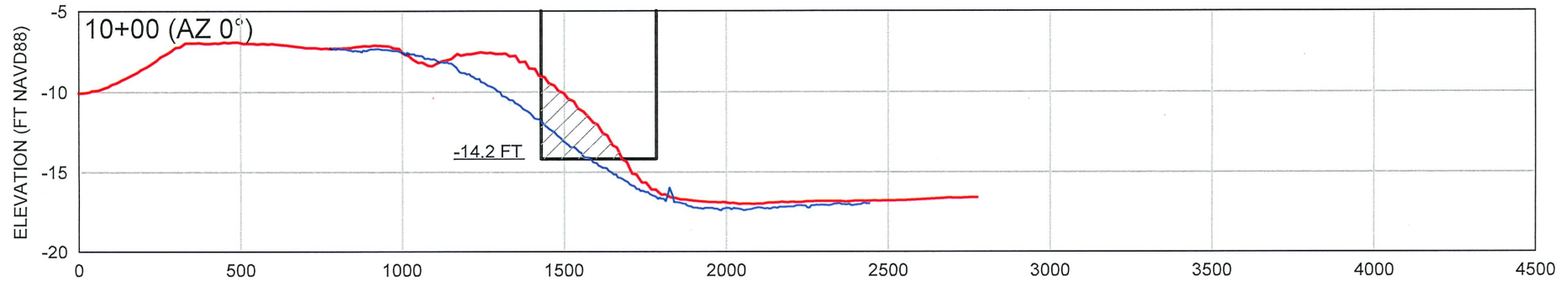
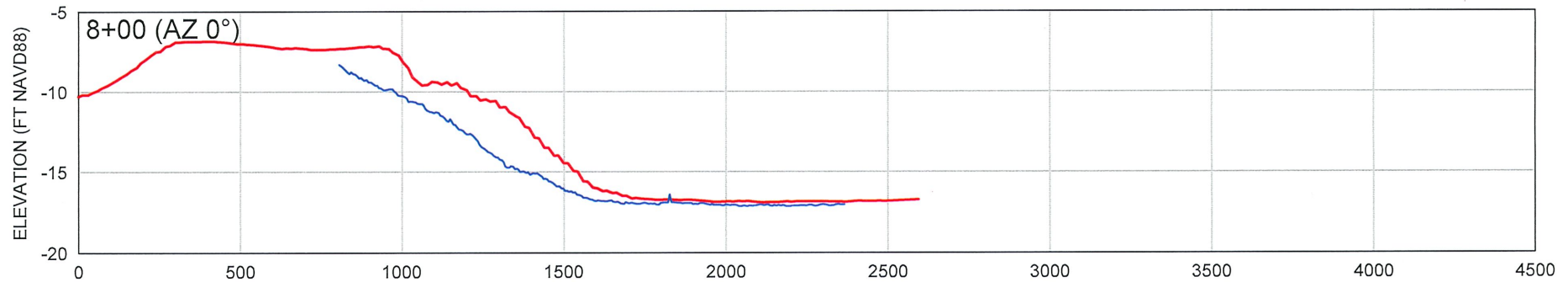
TOWN OF FORT MYERS BEACH

TITLE:

**BORROW AREA
PLAN VIEW**

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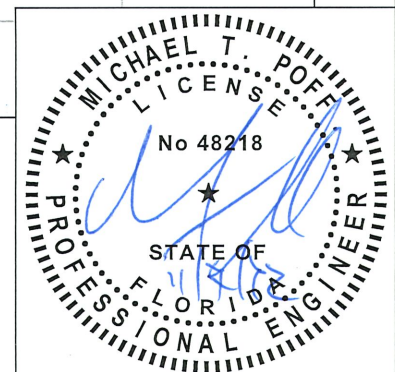
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2	7/14/2022	MTP	ADDRESSED DEP RAI #2
1	4/5/2022	KMG	ADDRESSED DEP RAI #1



LEGEND

- JANUARY 6, 2012 POST-CON SURVEY (CPE)
- NOVEMBER 3, 2021 SURVEY (OSI)
- BORROW AREA DREDGE TEMPLATE

SCALE VERT: 1" = 10'
HORIZ: 1" = 500'

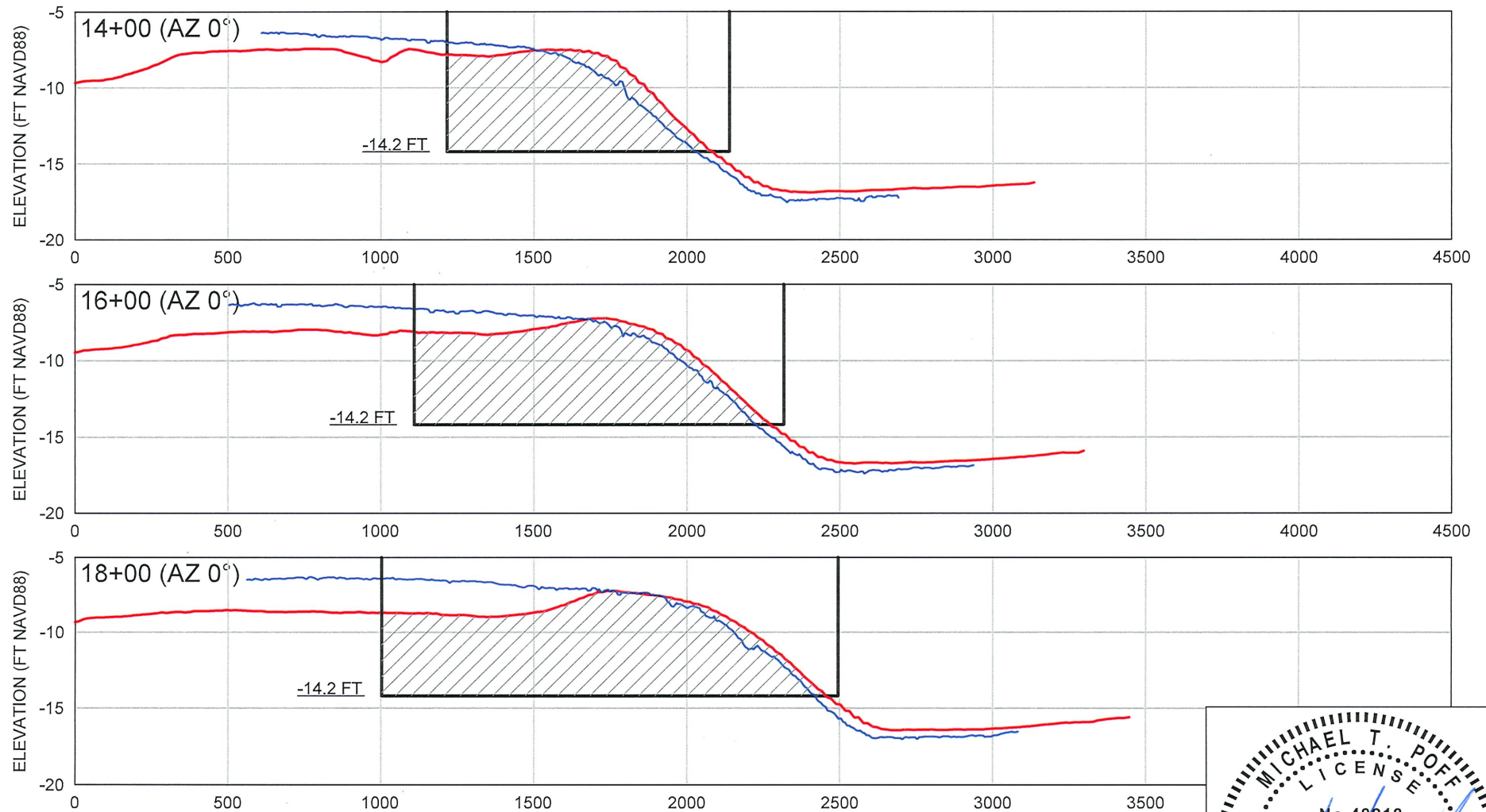


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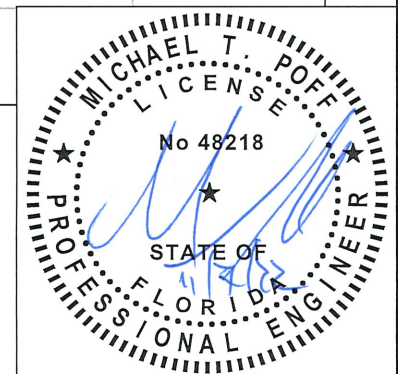
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		2	7/14/2022 MTP ADDRESSED DEP RAI #2
		1	4/5/2022 KMG ADDRESSED DEP RAI #1



LEGEND

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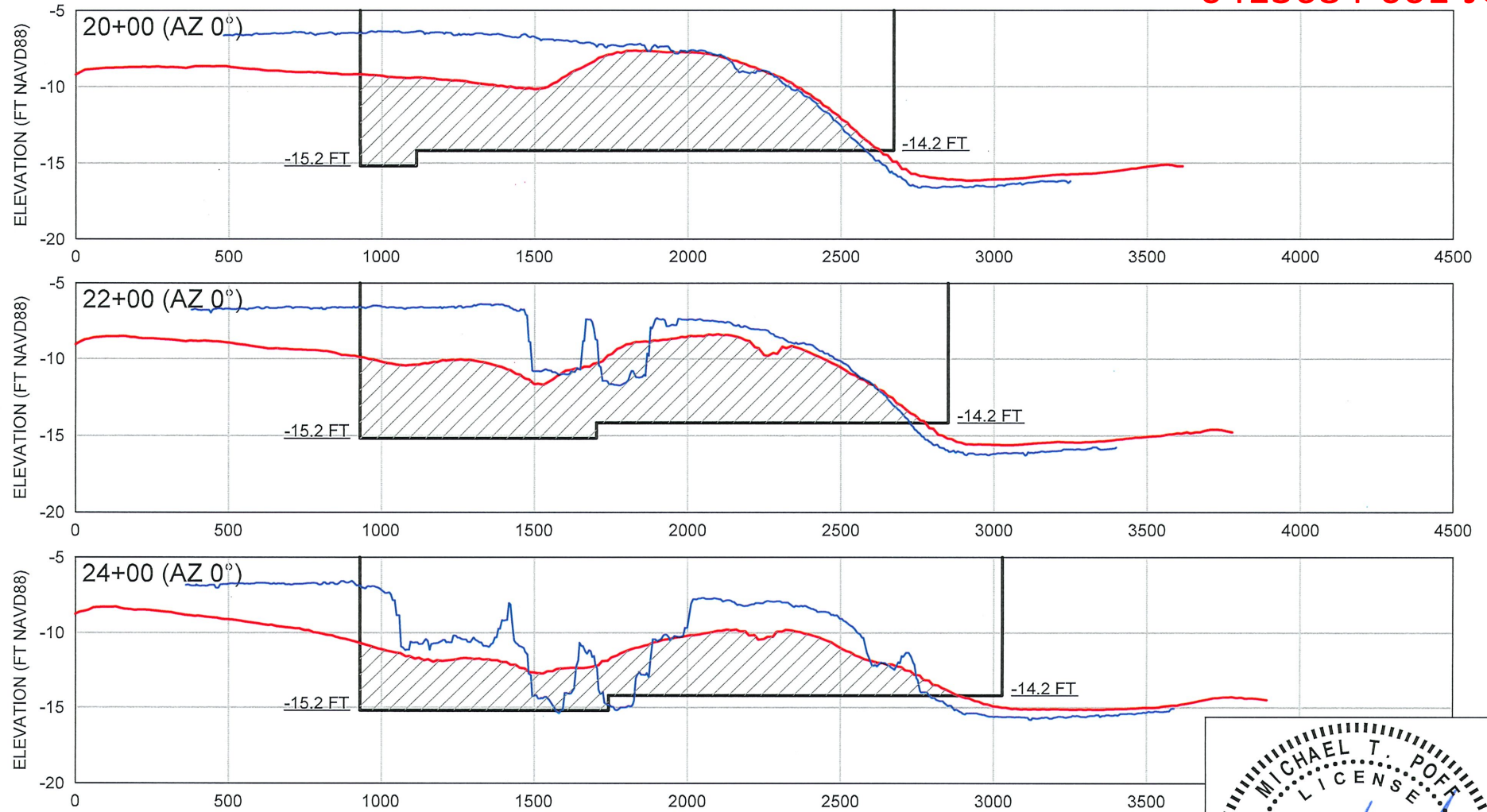


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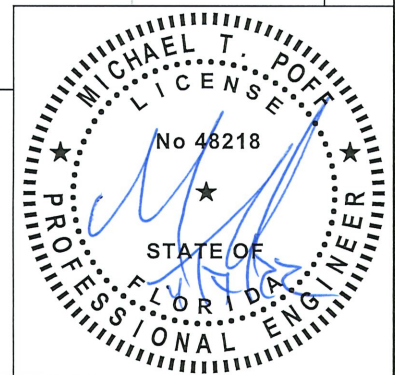
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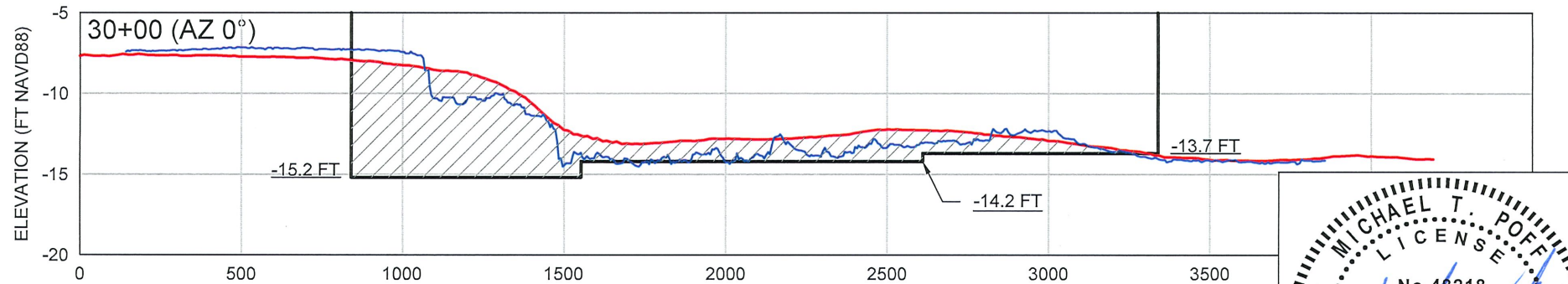
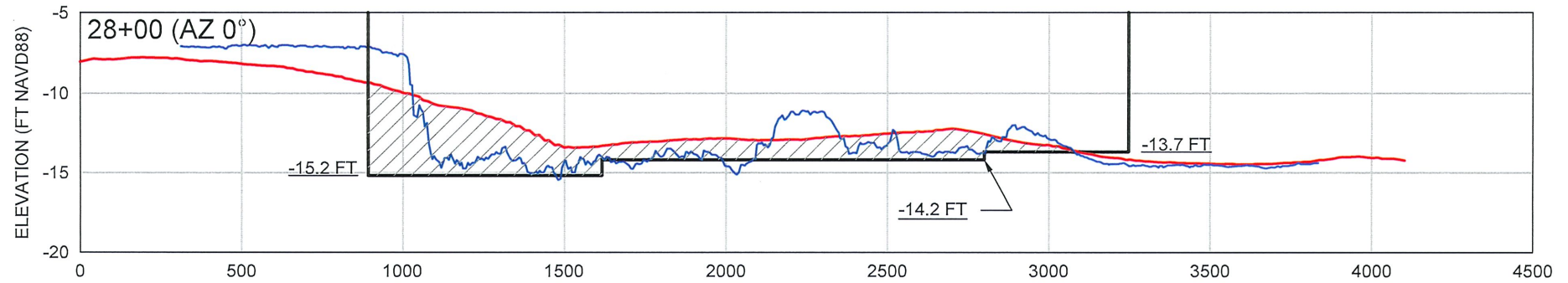
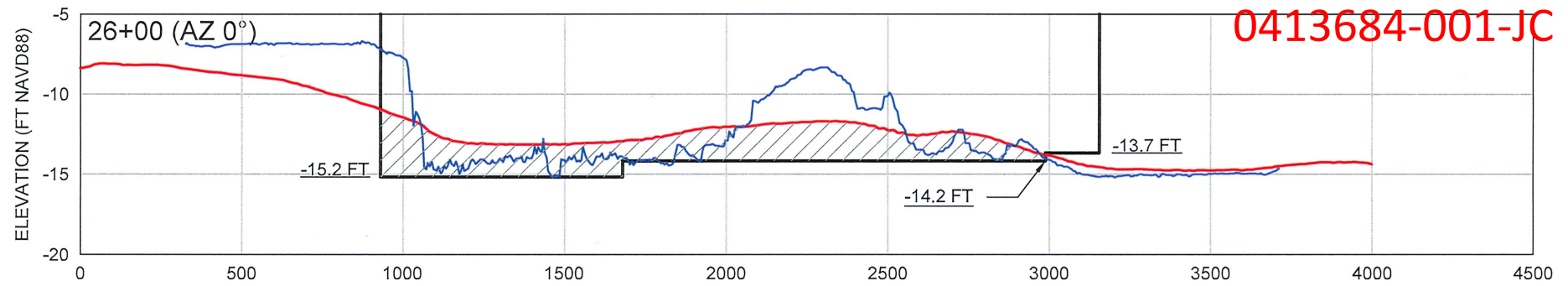
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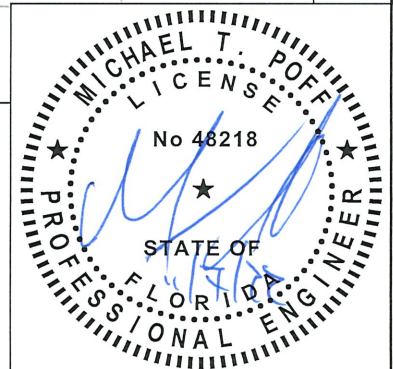
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LEGEND

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- BORROW AREA DREDGE TEMPLATE

SCALE VERT: 1" = 10'
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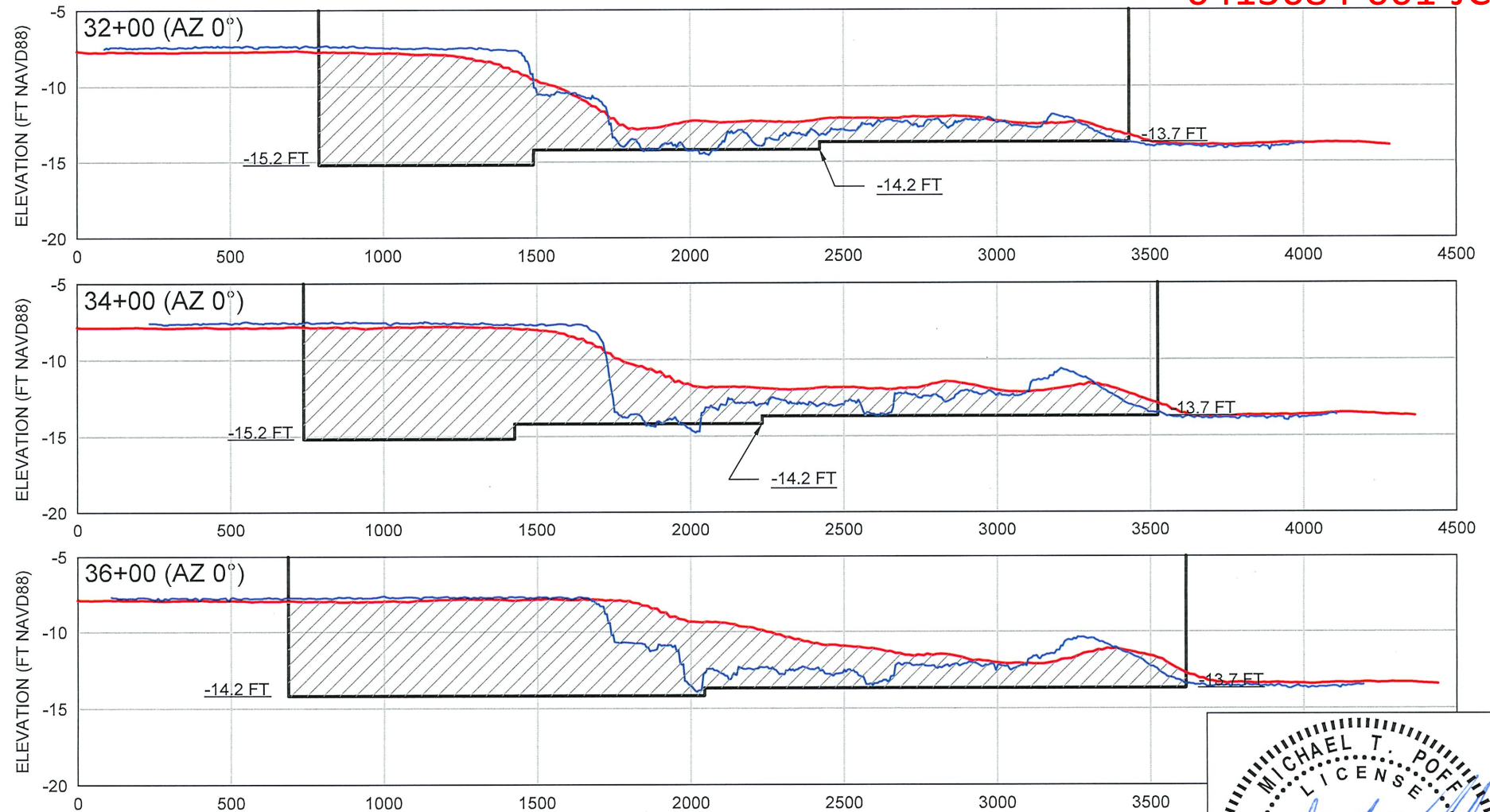
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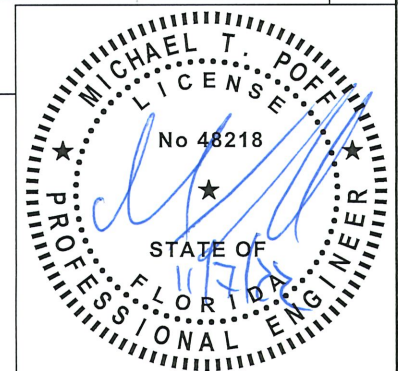
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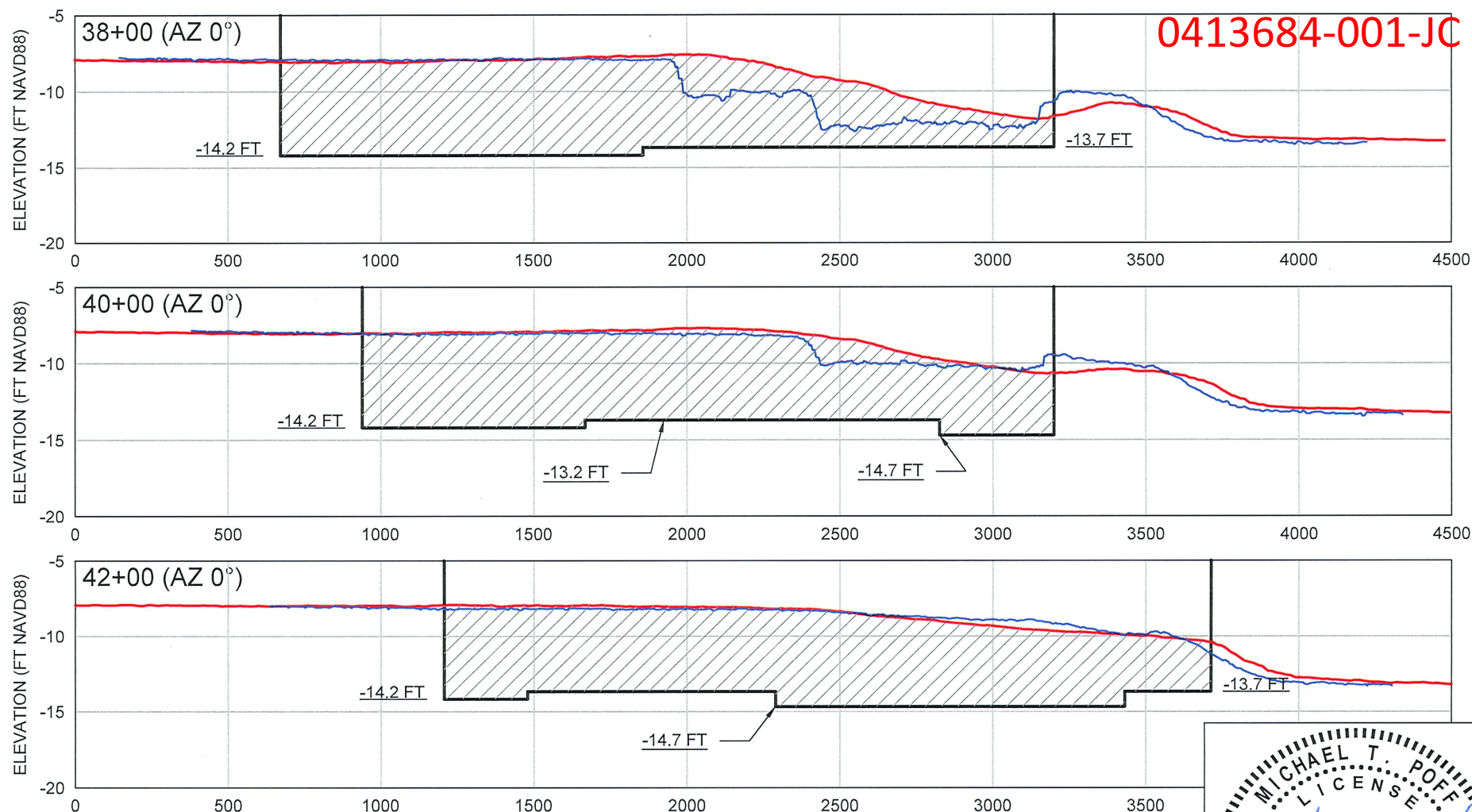
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SEC.	TWP.	RNG.					
ACAD NO.	21504-Permit-2021.dwg						
REF. NO.	21.504						
	NO.	DATE	BY	REVISION DESCRIPTION			
	3	11/03/2022	KMG	ADDED OFFSHORE BORROW AREA			
	2	7/14/2022	MTP	ADDRESSED DEP RAI #2			
	1	4/5/2022	KMG	ADDRESSED DEP RAI #1			

Approved

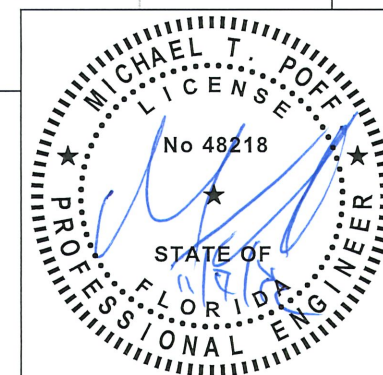
0413684-001-JC



LEGEND

- JANUARY 6, 2012 POST-CON SURVEY (CPE)
- NOVEMBER 3, 2021 SURVEY (OSI)
- BORROW AREA DREDGE TEMPLATE

SCALE VERT: 1" = 10'
HORIZ: 1" = 500'

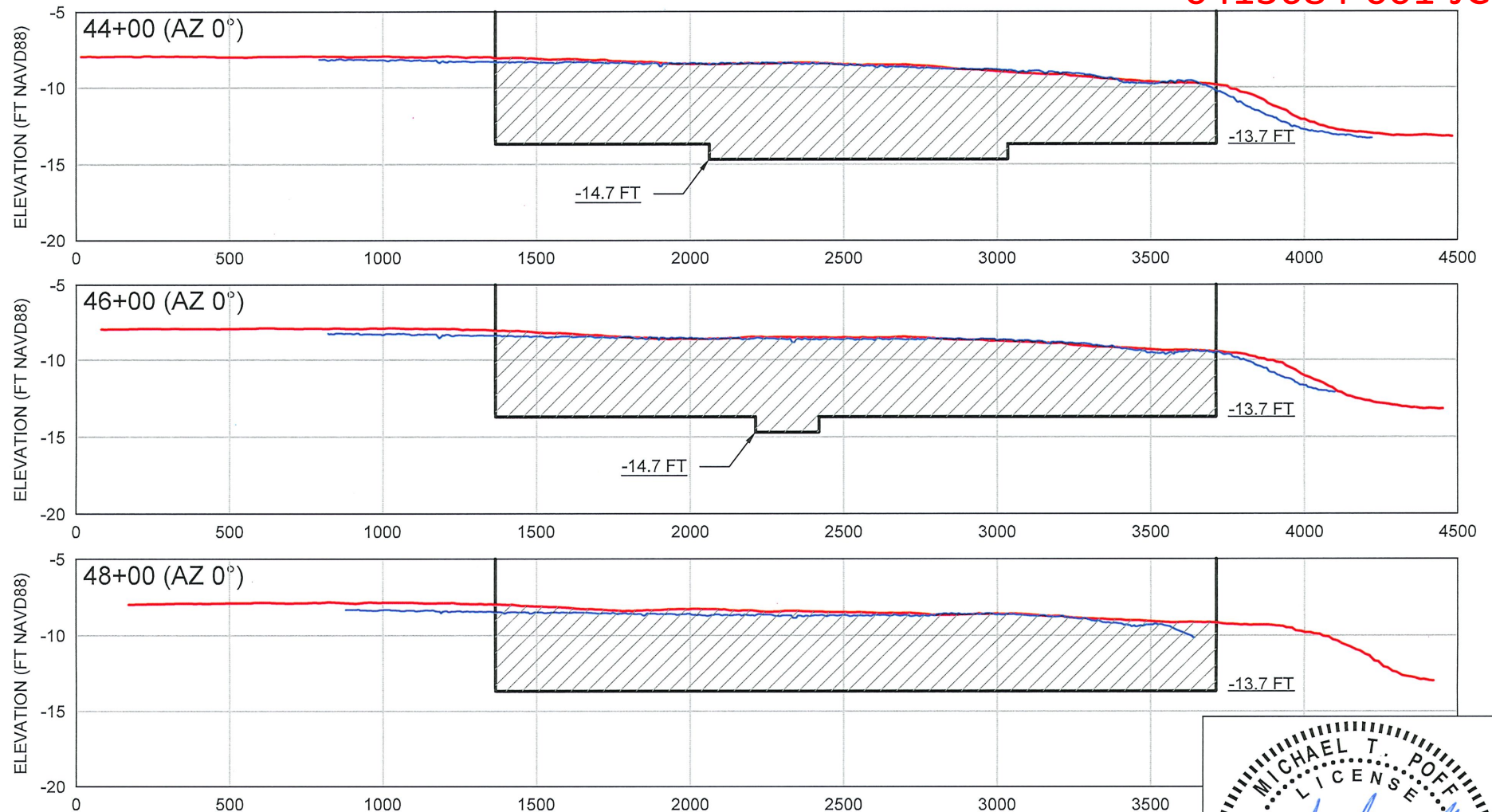


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CLIENT: TOWN OF FORT MYERS BEACH
TITLE: BORROW AREA SECTIONS

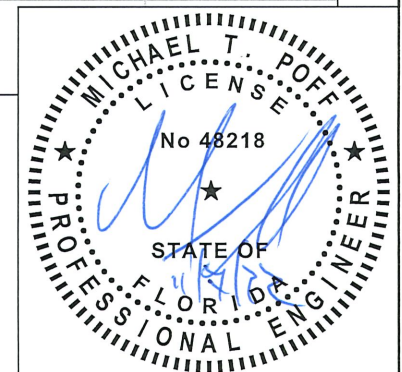
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CHECKED:	MTP	PG.					
SEC.	TWP.	RNG.					
ACAD NO.	21504-Permit-2021.dwg						
REF. NO.	21.504						
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		1	4/5/2022	KMG	ADDRESSED DEP RAI #1		



LEGEND

- JANUARY 6, 2012 POST-CON SURVEY (CPE)
- NOVEMBER 3, 2021 SURVEY (OSI)
- BORROW AREA DREDGE TEMPLATE

SCALE VERT: 1" = 10'
HORIZ: 1" = 500'



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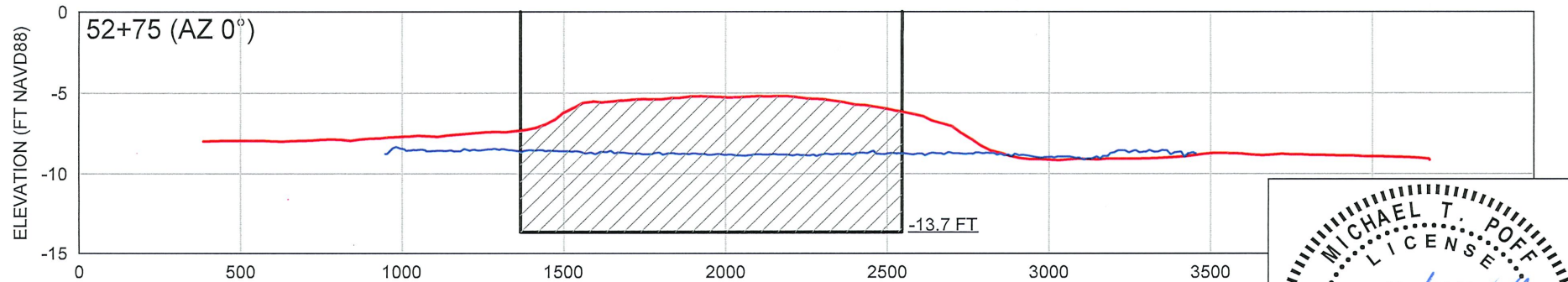
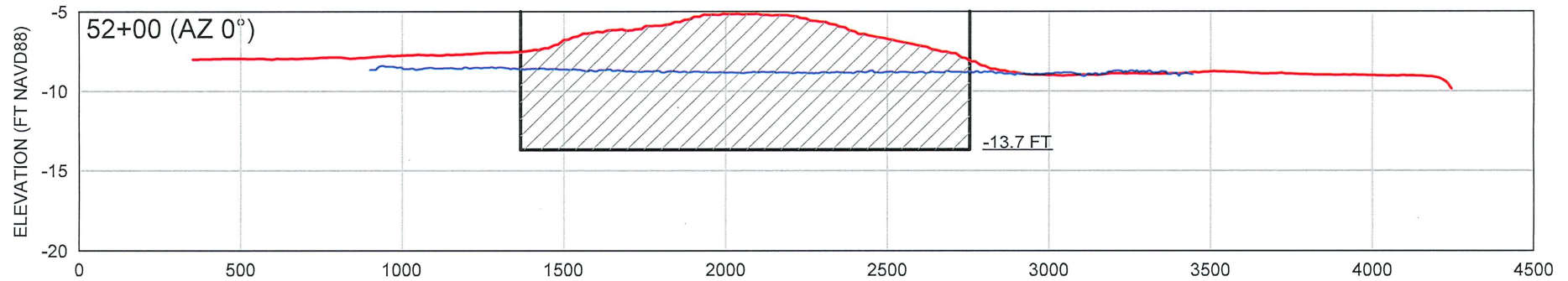
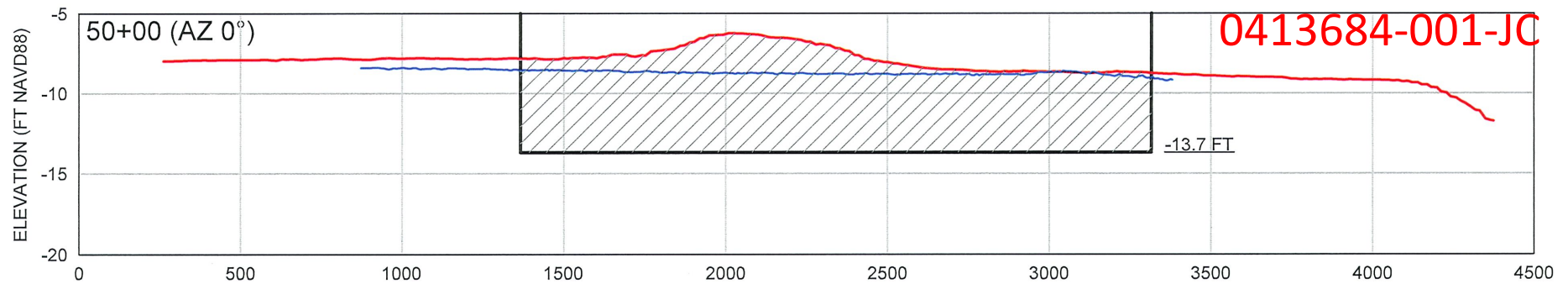
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TITLE: BORROW AREA SECTIONS

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SEC.	TWP.	RNG.					
ACAD NO.	21504-Permit-2021.dwg						
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		1	4/5/2022	KMG	ADDRESSED DEP RAI #1		

Approved

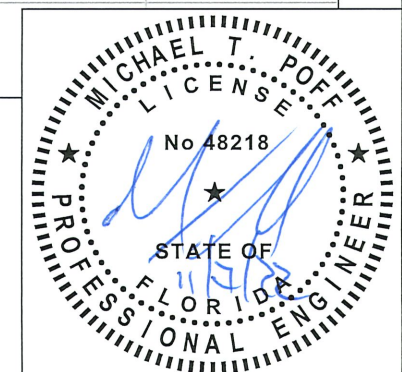
0413684-001-JC



LEGEND

- JANUARY 6, 2012 POST-CON SURVEY (CPE)
- NOVEMBER 3, 2021 SURVEY (OSI)
- BORROW AREA DREDGE TEMPLATE

SCALE VERT: 1" = 10'
HORIZ: 1" = 500'



SHEET 30
FILE NO.: 21504-30

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CLIENT: TOWN OF FORT MYERS BEACH

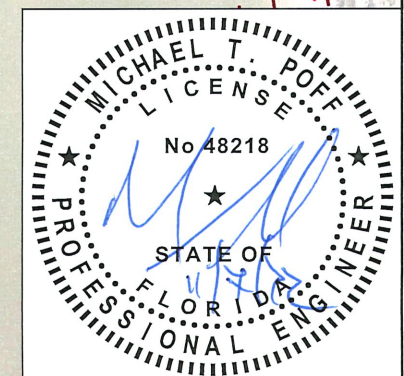
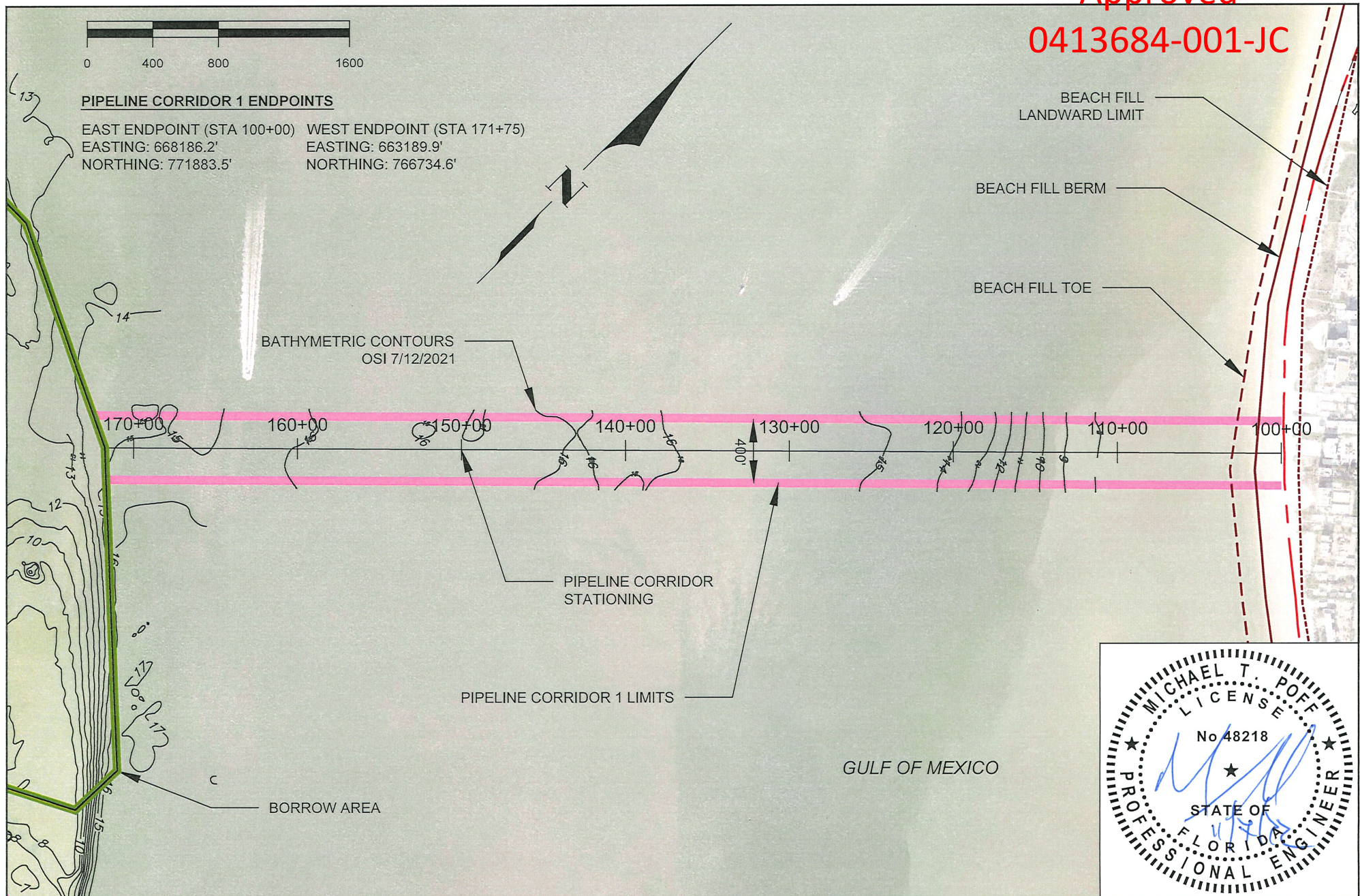
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DATE:	11/03/2022	SCALE:	AS NOTED
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CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	21504-Permit-2021.dwg		
REF. NO.	21.504		

NO.	DATE	BY	REVISION DESCRIPTION
3	11/03/2022	KMG	ADDED OFFSHORE BORROW AREA
2	7/14/2022	MTP	ADDRESSED DEP RAI #2
1	4/5/2022	KMG	ADDRESSED DEP RAI #1

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SHEET 31

FILE NO.: 21804-31

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CLIENT: TOWN OF FORT MYERS BEACH

TITLE: PIPELINE CORRIDOR 1 DETAILS
PLAN VIEW

DATE: 11/03/2022

SCALE: AS NOTED

DRAWN: KMG

F.B.

CHECKED: MTP

PG.

SEC. TWP. RNG.

ACAD NO. 21504-Permit-2021.dwg

REF. NO. 21.504

3

11/03/2022

KMG

ADDED OFFSHORE BORROW AREA

2

7/14/2022

MTP

ADDRESSED DEP RAI #2

1

4/5/2022

KMG

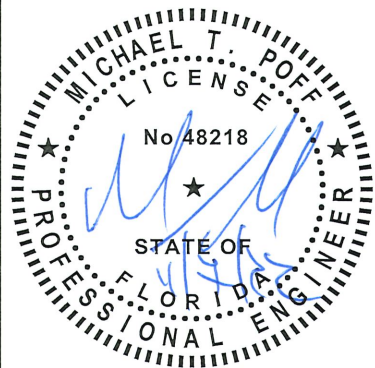
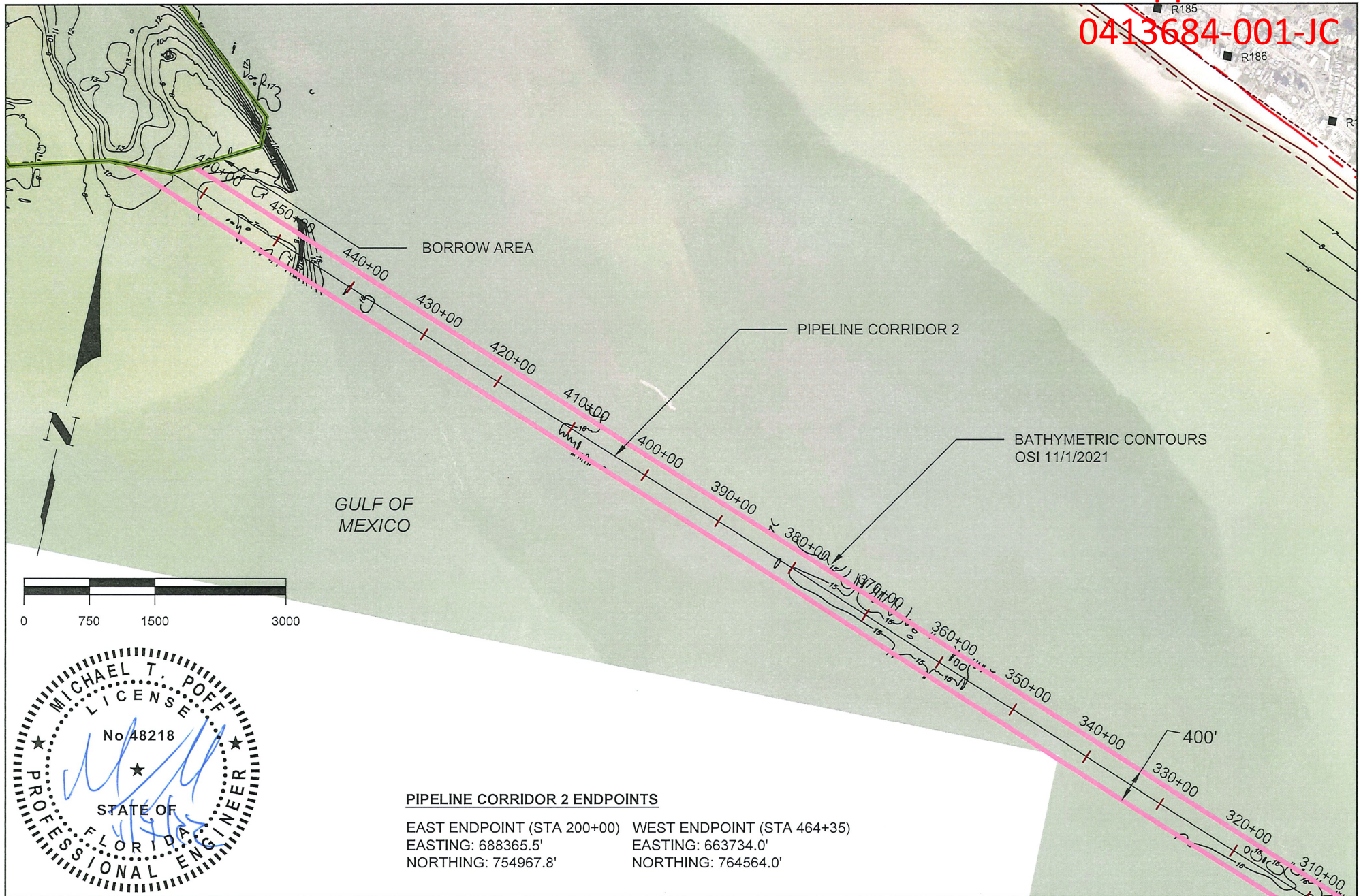
ADDRESSED DEP RAI #1

NO.

DATE

BY

REVISION DESCRIPTION



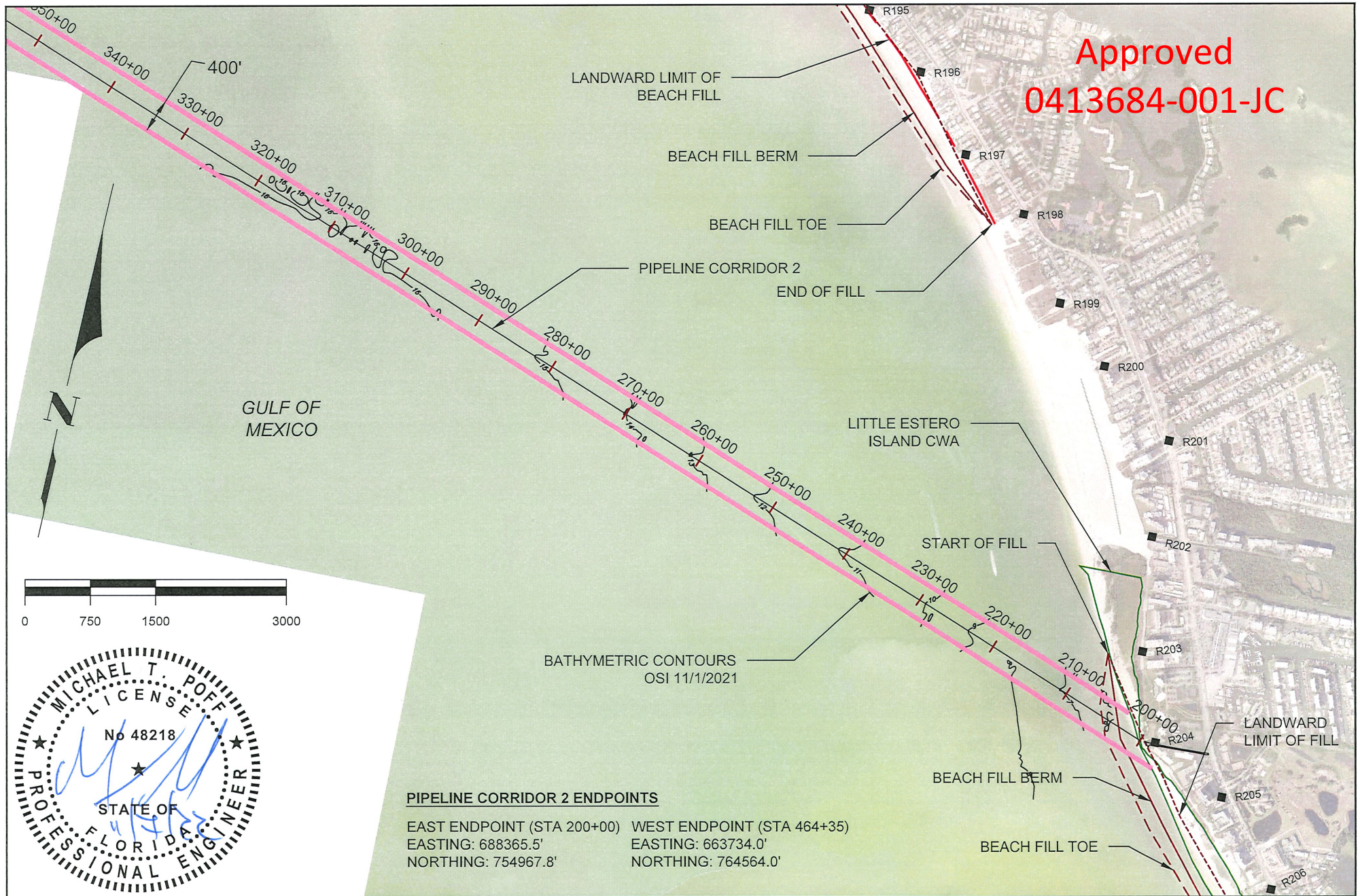
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CLIENT: **TOWN OF FORT MYERS BEACH**
TITLE: **PIPELINE CORRIDOR 2 DETAILS
PLAN VIEW 1**

DATE:	11/03/2022	SCALE:	AS NOTED				
DRAWN:	KMG	F.B.					
CHECKED:	MTP	PG.					
SEC.	TWP.	RNG.					
ACAD NO.	21504-Permit-2021.dwg						
REF. NO.	21.504						
NO.	DATE	BY	REVISION DESCRIPTION				
3	11/03/2022	KMG	ADDED OFFSHORE BORROW AREA				
2	7/14/2022	MTP	ADDRESSED DEP RAI #2				
1	4/5/2022	KMG	ADDRESSED DEP RAI #1				

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0413684-001-JC



PIPELINE CORRIDOR 2 ENDPOINTS

EAST ENDPOINT (STA 200+00) WEST ENDPOINT (STA 464+35)
EASTING: 688365.5' EASTING: 663734.0'
NORTHING: 754967.8' NORTHING: 764564.0'

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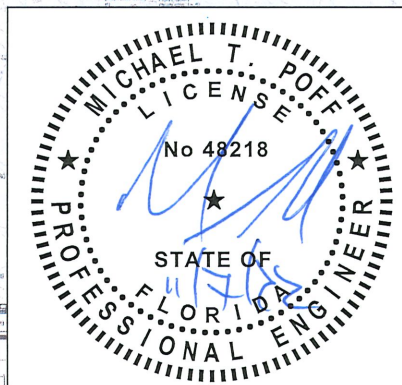
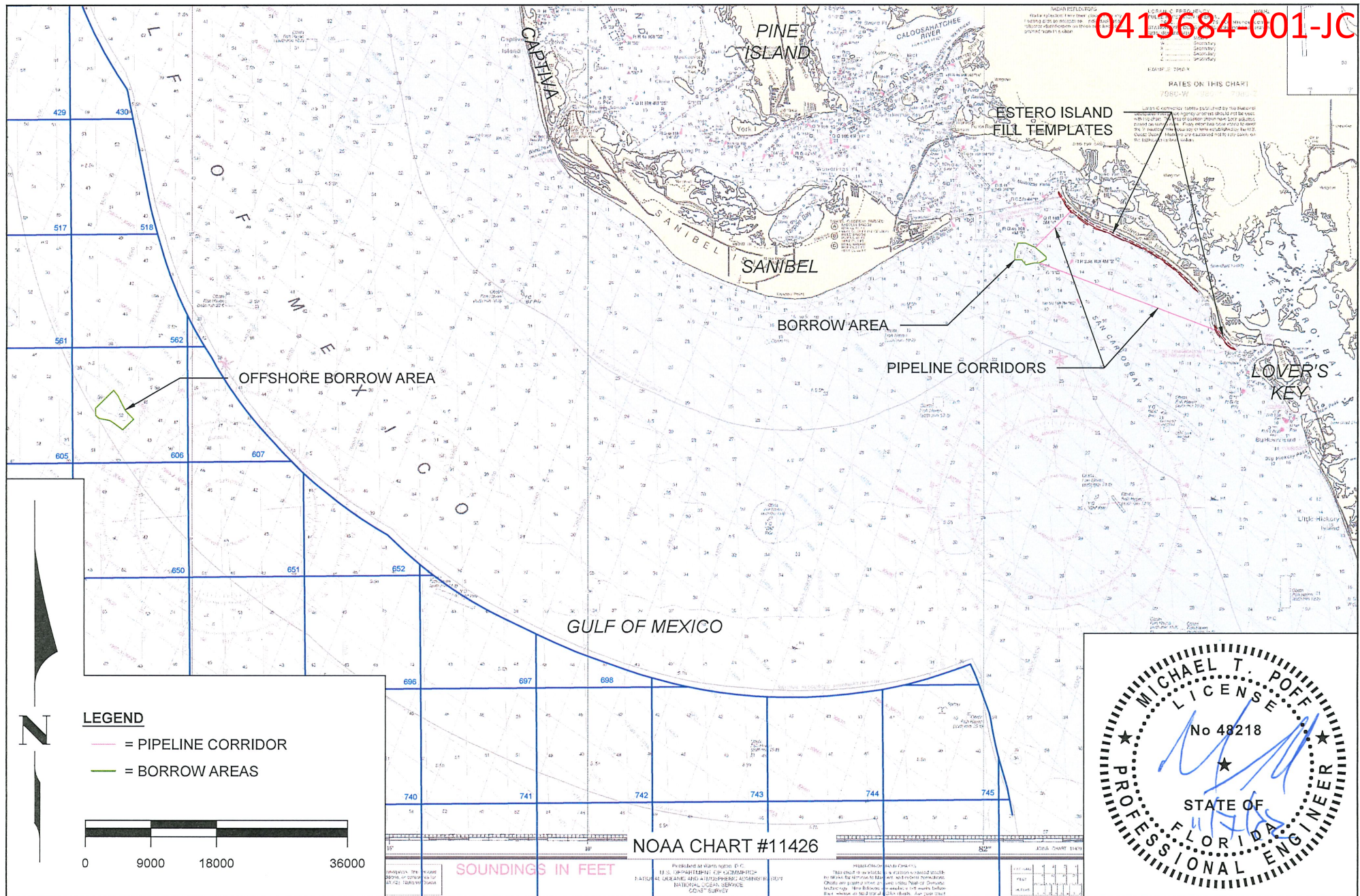
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PLAN VIEW 2

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ACAD NO.	21504-Permit-2021.dwg		
REF. NO.	21.504	NO.	DATE BY REVISION DESCRIPTION
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CLIENT: TOWN OF FORT MYERS BEACH
TITLE: PIPELINE CORRIDOR 2 DETAILS
PLAN VIEW 2



SHEET 34

FILE NO. 21504-34

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CLIENT: TOWN OF FORT MYERS BEACH

TITLE: OFFSHORE BORROW AREA
LOCATION MAP

DATE: 11/03/2022

DRAWN: KMG

CHECKED: MTP

SEC. TWP. RNG.

ACAD NO. 21504-Permit-2021.dwg

REF. NO. 21.504

SCALE: AS NOTED

F.B.

PG.

RNG.

NO. DATE BY

REVISION DESCRIPTION

3

11/03/2022

KMG

ADDED OFFSHORE BORROW AREA

2

7/14/2022

MTP

ADDRESSED DEP RAI #2

1

4/5/2022

KMG

ADDRESSED DEP RAI #1

38

S Sp

46

330

41

GULF OF MEXICO

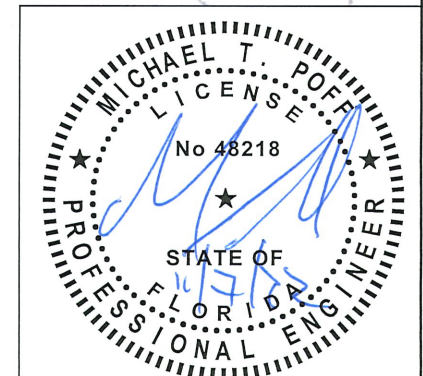
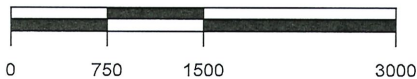
OFFSHORE BORROW AREA

BORROW AREA CUTS

SURVEY BASELINE
N44° 09' 05.95"W
8,000'

LEGEND

- = OFFSHORE BORROW AREA
- = BATHY CONTOURS (OSI, 2021)



SHEET 35
FILE NO. 21504-35

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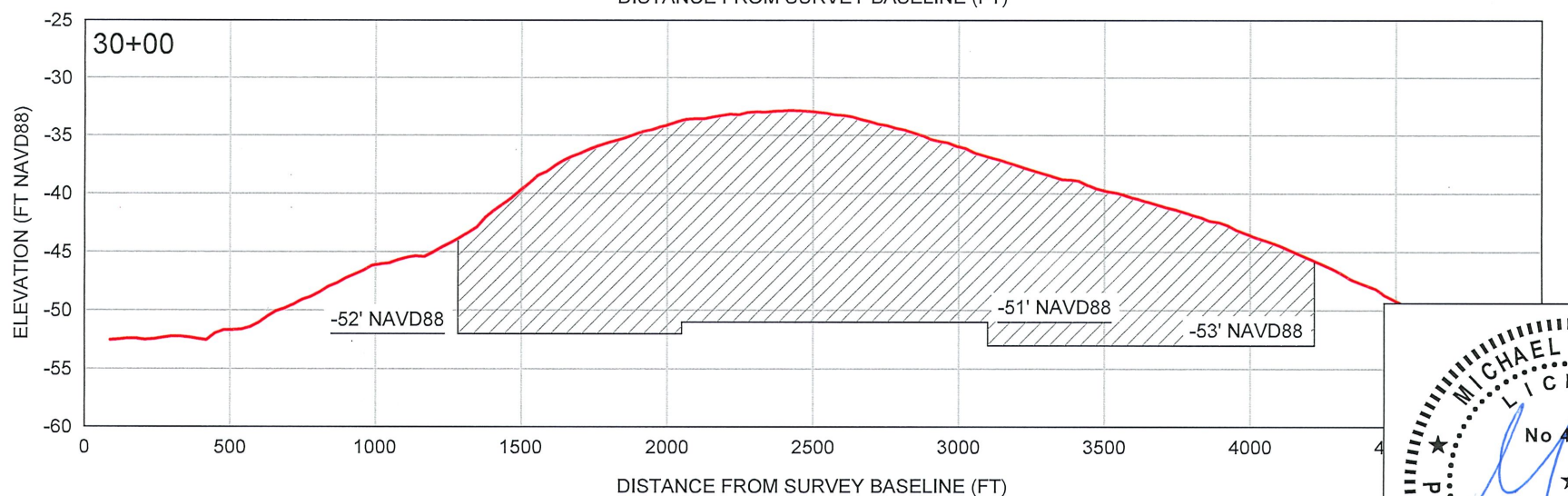
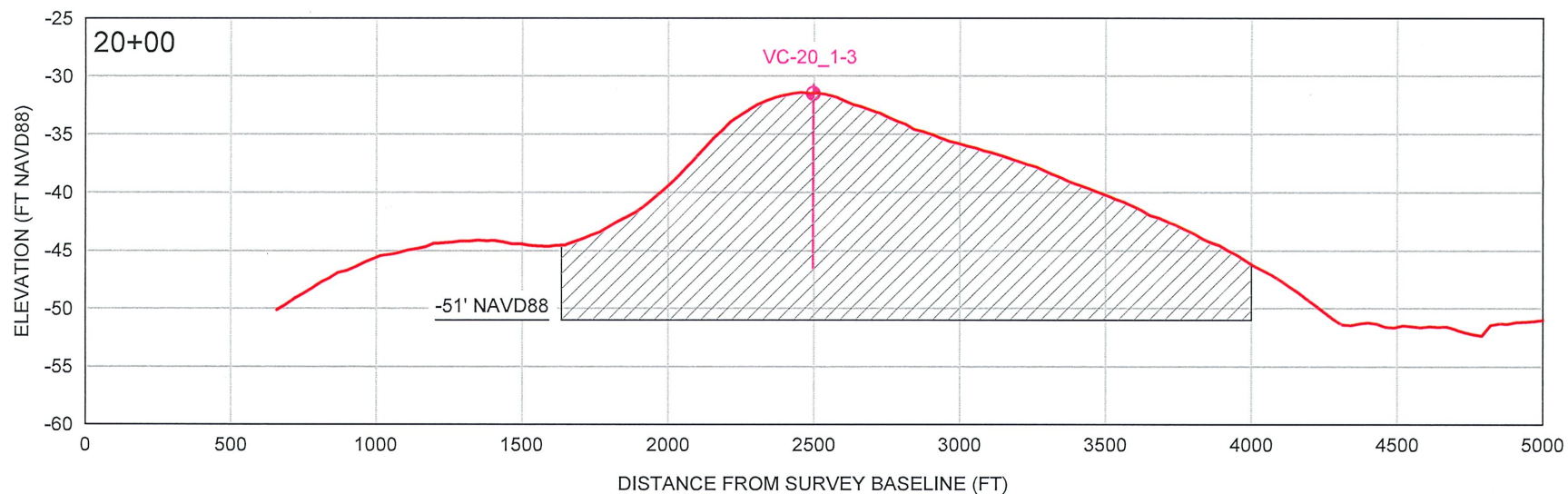
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CLIENT: TOWN OF FORT MYERS BEACH

TITLE: OFFSHORE BORROW AREA
PLAN VIEW

DATE:	11/03/2022	SCALE:	AS NOTED
DRAWN:	KMG	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
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1	4/5/2022	KMG	ADDRESSED DEP RAI #1

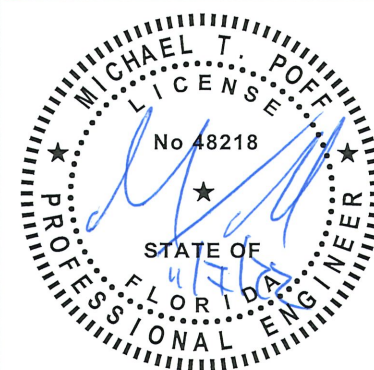


LEGEND

=PROPOSED DREDGE AREA
 =EXISTING GRADE (OSI, 2021)

SCALE

H: 1" = 600'
V: 1" = 15'

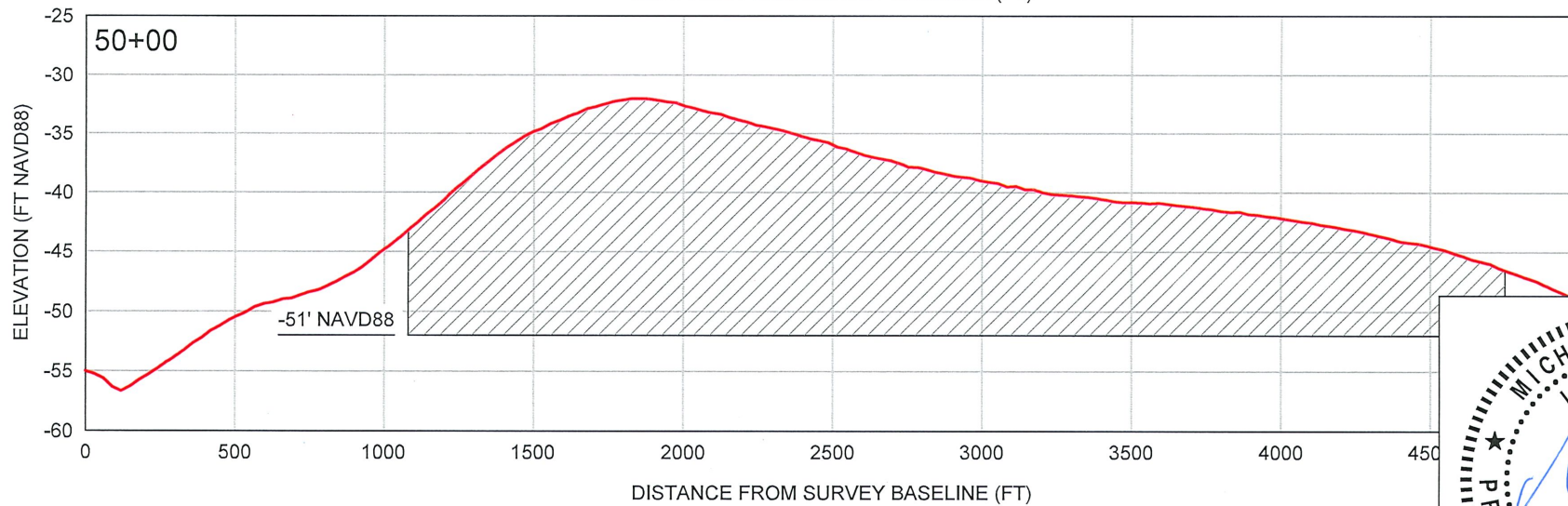
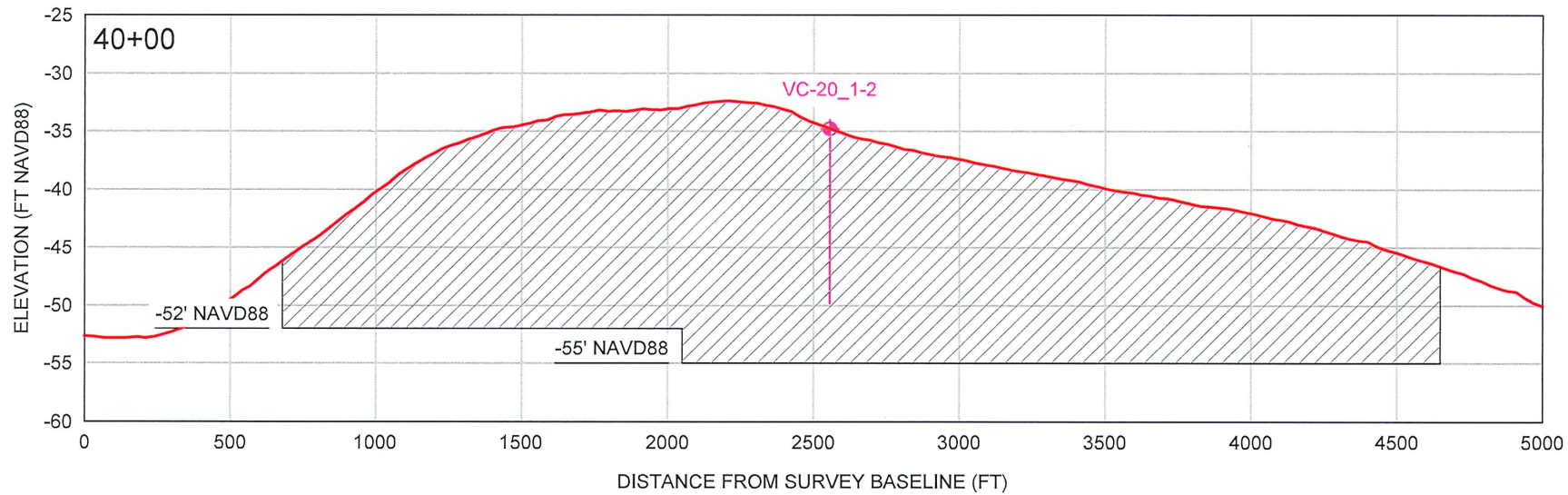


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CLIENT: TOWN OF FORT MYERS BEACH
TITLE: OFFSHORE BORROW AREA SECTIONS

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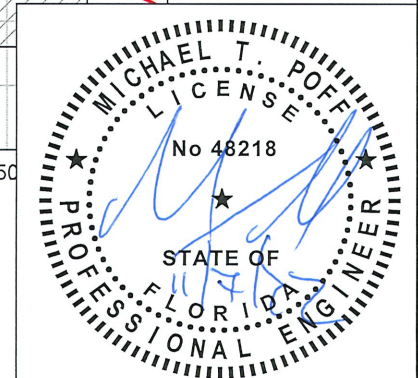


LEGEND

= PROPOSED DREDGE AREA
 = EXISTING GRADE (OSI, 2021)

SCALE

H: 1" = 600'
V: 1" = 15'



SHEET 37
FILE NO. 21504-37

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E-Mail: info@cecifl.com

CLIENT: TOWN OF FORT MYERS BEACH
TITLE: OFFSHORE BORROW AREA SECTIONS

DATE:	11/03/2022	SCALE:	AS NOTED
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CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	21504-Permit-2021.dwg		
REF. NO.	21.504		

NO.	DATE	BY	REVISION DESCRIPTION
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1	4/5/2022	KMG	ADDRESSED DEP RAI #1

FORT MYERS BEACH DUNE MANAGEMENT PLAN
August 9, 2022

INTRODUCTION

The Town of Fort Myers Beach proposes the Dune Management Plan (Plan) to incorporate beach and dune vegetation management activities within the Estero Island Shore Protection Project (Project). The Town and Florida Department of Environmental Protection (FDEP) successfully implemented such a Plan with the 2012 original shore protection project. That plan was permitted separate from the beach project under the Coastal Construction Control Line permit process, LE 1361 AW (Appendix 1).

The Plan shall include new dune plantings, existing dune height reduction/replanting, vegetation trimming and maintenance, and installation of rope and bollards. The Plan is an incentive for private property owners to sign easements for the Project. The activities outlined in this document are normally strictly prohibited by the Town Land Development Code. However, the Plan allows property owners who sign an easement to have greater control over their beach and dune vegetation than property owners who do not sign an easement. Increasing the number of properties that sign easements will also increase the likelihood of long-term stability and success of the Project by reducing gaps in the beach fill area. The Plan is consistent with the Comprehensive Plan's of Lee County and Fort Myers Beach which both require dune plantings in association with beach nourishment. It is noted that historically the beachfront property owners have expressed a strong reluctance to sign easements that included new vegetation without a mechanism to maintain it.

All reductions in dune height and vegetation area that take place will be more than offset by the additional plantings of beach and dune vegetation in association with the renourishment project. All dunes that are reduced in height will be replanted so there will be no net loss in vegetated area. The net impact will be an increase in the number and area of native salt tolerant vegetation and dunes.

Areas of existing beach vegetation and vegetation planted for the nourishment project will be hereafter referred to as Managed Beach Zones (MBZ). Ultimately, the Plan will serve as assurance to property owners that they will be able to manage their plantings under certain prescribed criteria outlined in this Plan. The Plan will provide an incentive to encourage property owners to enter into a temporary construction easement with the Town for the Project.

COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE

The following sections from the adopted Town of Fort Myers Beach Comprehensive Plan and Land Development Code (LDC) provide support and guidance for the Plan.

- **OBJECTIVE 5-D BEACHES AND DUNES** — Conserve and enhance the shoreline of Estero Island by increasing the amount of dunes, renourishing beaches

to counter natural erosion, and reducing negative man-made impacts on beaches and dunes.

- POLICY 5-D-1 ii. Sand dunes should be protected and recreated wherever they have been removed. Native dune plants should be protected and non-native exotics removed. Dune walkovers should be constructed where they do not exist and existing structures should be maintained.
- OBJECTIVE 6-E DUNES AND BEACHES – Protect and improve dunes and beaches as recreation areas, valuable habitat, protection from storms, and areas of high scenic and aesthetic value. The effect of the Town’s efforts may be a noticeable transition from today’s manicured and compacted beach towards a naturally appearing and functioning beach. This transition will be accomplished through education, regulation, and assistance in physical restoration activities.
 - POLICY 6-E-3 The Town will implement the following measures to promote the restoration of beach and dune systems:
 - Initiate a program to recreate a dune line and plant appropriate vegetation such as sea oats wherever sand dunes have been destroyed.
 - Require the use of indigenous plant species for public and private dune restoration or renourishment projects.
 - LDC Section 14-8
 - In areas where the beach has experienced erosion, on public land or with the consent of the owner, the Town will establish a dune system consisting of sea oat plantings, a minimum of 10 feet wide, to be planted adjacent to the existing upland vegetation line, and to be planted at existing elevations.
 - In areas that have not experienced erosion, the Town will encourage the establishment of a dune system but will not require same.

MBZ PLANTING GUIDANCE AND CRITERIA

Property Owner Participation

The long-term success of this program is dependent on continuity of each MBZ and the collective efforts of the program. In order for staff and partnering agencies to monitor the long-term progress of the program and for the Town to have a reasonable assurance of success after commitment of funds; it is essential to have a pledge from each property owner to maintain the planting in at least a minimum condition. If a property owner wishes to be able to control the nature and height of vegetation and/or the height of dunes, as described in the plan, the property owner will be required to enter into a Memorandum of Agreement (MOA) with the Town for their MBZ and adhere to the program parameters. Each MOA will be kept on file at the Town to effect compliance with the time lines, terms,

and conditions of the program for current and future property owners. Each MOA will contain at a minimum:

- Property owner name, address, STRAP, number, and signature,
- Aerial photograph (available from www.leepa.org at no charge), plat, or survey of the property,
- Scaled diagram of the area to be planted and including pedestrian walkthroughs or dune walkovers (Town staff can assist by utilizing GPS mapping),
- Plant selection including species, sizes, and quantities,
- Layout and design of any proposed rope and bollard systems,
- Location of any proposed temporary irrigation,

If, at any time Town inspections reveal that the MBZ is found to be non-compliant with the MOA, then the property owner may be required to bring the MBZ into compliance or reimburse the Town for the cost of the materials and/or installation.

Temporary irrigation lines may be installed along the landward side of the dune only and must be removed once the plants have become established. Any watering necessary along the seaward side of the dune may be done by hand on an “as needed” basis.

Without Existing Vegetation

A MBZ that does not have existing vegetation shall be planted as follows.

Managed Beach Zone Alternative #1 “Sea Oat Dune”

Common name	Scientific name	Percentage
Sea oats	(<i>Uniola paniculata</i>)	70%
Dune sunflower	(<i>Helianthus debilis</i> var. <i>vestitus</i>)	15%
Dune panic grass	(<i>Panicum amarum</i>)	10%
Railroad vine	(<i>Ipomoea pes-caprae</i>)	5%

Managed Beach Zone Alternative #2 “Mixed Dune”

Common name	Scientific name	Percentage
Sea oats	(<i>Uniola paniculata</i>)	50%
Dune sunflower	(<i>Helianthus debilis</i> var. <i>vestitus</i>)	20%
Dune panic grass	(<i>Panicum amarum</i>)	10%
Railroad vine	(<i>Ipomoea pes-caprae</i>)	10%

Managed Beach Zone Alternative #3 “Low Dune”

Common name	Scientific name	Percentage
Dune panic grass	(<i>Panicum amarum</i>)	40%
Dune sunflower	(<i>Helianthus debilis</i> var. <i>vestitus</i>)	35%
Sea oats	(<i>Uniola paniculata</i>)	15%
Railroad vine	(<i>Ipomoea pes-caprae</i>)	10%

With Existing Vegetation

Town staff will survey properties where dune vegetation already exists in order to determine if improvements can be made to the dune system through additional plantings. “Vegetation” will be considered to be greater than 20% coverage (e.g. Braun-Blanquet) of native salt tolerant dune vegetation such as sea oats, railroad vine, dune sunflower, and bitter panicum. Coconut palms, Floratam, and any non native vegetation will not be counted towards the 20% coverage. The survey will also record areas of no vegetation and the total length of those areas on each property and record those as “No Vegetation”. Areas that have between 1% and 19% coverage of native salt tolerant dune vegetation will be recorded as “Additional Vegetation Needed”. The Town will only survey the actual outer vegetation line in areas where the vegetation is 10 foot deep or greater. If the vegetation area is less than 10 foot deep (measured perpendicular to the shoreline) it will be recorded as “additional vegetation needed”. On properties that are determined to have less than 75% of the beach-front property width vegetated with beach vegetation, the Town will determine approximately how many feet of vegetation would need to be planted to reach the 75% criteria. The Town will determine which properties have greater than 75% linear beach front footage of property that have vegetation and record those as “no vegetation needed”. The ArcMap 9.0 compatible files with metadata (geo-database or shapefiles) will list “No Vegetation”, “Additional Vegetation Needed” or “Vegetation” and the approximate linear footage of each segment surveyed.

Since entering into an MOA for their MBZ will give property owners ability to control dune vegetation and limit their spread, this privilege will also be extended to property owners who only require additional plantings to bring the MBZ up to design specifications. The planted MBZ should also be planted to connect to adjacent MBZ plantings or existing dune vegetation on neighboring properties. The MBZ boundaries will be mapped using sub-meter GPS systems and this information will be entered into the Town’s GIS system. This information will be utilized for monitoring purposes.

Planting Techniques

Depth of planting will vary between plant species. A water absorbing polymer gel product that has been hydrated according to label directions will be placed in the hole prior to planting. All plants will be fertilized with a controlled slow release granular type fertilizer consistent with the Town’s fertilizer ordinance and watered-in at the time of installation. Plant spacing will average 12” to 18” on plant center. This will allow more sand to blow toward the back where plants are densest. Plants will be staggered in adjacent rows to prevent aisles (lined up spaces between plants), which may erode.

Dune Banking

In order to offset the impacts of minor dune management activities including vegetation trimming and dune lowering, the Town will track the overall gain in beach vegetation that will result from the plantings associated with the beach nourishment project. The new planting areas will offset any minor impacts to beach vegetation or dunes as described in this plan. New planting areas will fill in areas where no vegetation exists and create credits to be used against any debits for significant impacts to the dune system.

MBZ Planting Maintenance

MBZ Survival and Health

The Town will require the dune contractor to maintain at least an 80% survival rate to be evaluated 90 days after planting. If the planting survival rate falls below 80% due to improper installation or inadequate maintenance, the dune contractor will replace the plantings to reach the 80% criteria at *no cost to the property owner*.

Nuisance Vegetation Control

The Town recognizes that some plants have characteristics such as spines and thorns which make them unappealing. Other plants may tend to dominate planted vegetation rapidly and may out compete the planted MBZ. Property owners may remove the plants listed below. Town staff will assist property owners with recognition and suggested control methods for these species. It is not anticipated that FDEP field permits will be necessary for control or removal of these plants since the entirety of each planting area is assumed to mitigate for the loss of any plants. Property owners will be authorized to control all Category 1 and 2 exotic invasive plants.

Species designated for homeowner control on the sandy beach and in newly planted MBZs:

<u>Common name</u>	<u>Scientific name</u>
Nicker bean	(<i>Caesalpinia bonduc</i>)
Sand spur	(<i>Cenchrus spp.</i>)
Coin vine	(<i>Dalbergia ecastaphyllum</i>)
Beach naupaka	(<i>Scaevola sericea</i>)

Species designated for homeowner control on the sandy beach, in newly planted MBZs, and in existing dune vegetation:

<u>Common name</u>	<u>Scientific name</u>
Nicker bean	(<i>Caesalpinia bonduc</i>)
Sand spur	(<i>Cenchrus spp.</i>)
Beach naupaka	(<i>Scaevola sericea</i>)

Raking

Raking will be allowed either within two feet of the MBZ or along a boundary mapped by the Town. The Town strongly encourages hand raking only within 10 feet of the MBZ. For MBZ participating properties only, the 10-foot buffer described in LDC Sec. 14-6 will be reduced to two feet or along the mapped boundary. The boundary for raking can either be mapped by sub-meter GPS systems or by rope and bollard systems. All raking methodologies must be in accordance with Town and State regulations, particularly with regard to sea turtle conservation. Beach raking which results in damage or destruction to sea turtle nests or nesting habitat will result in enforcement action. During the sea turtle nesting season, all marked marine turtle nests shall be avoided; and all raking within 10 feet of dune vegetation may be completed by hand labor/tools only.

Rope and Bollard Systems

Rope and bollard systems (RBS) are used by property owners to designate their ownership lines, protect vegetation, and to prevent public trespass onto their property. RBS systems may not be placed more than one foot seaward of the toe of the most frontal dune line and may not be installed during the nesting season. *However, RBS may not be used to impede public lateral beach access on public beach under Chapter 161 F.S.* RBS would provide assurance to property owners that they would be able to retain control of their beach for the purpose of raking, which is a very common practice on Fort Myers Beach. However, RBS pose a legitimate threat to the health and nesting success of sea turtles and their hatchlings by posing a vertical obstruction. All rope and post fencing may be a single strand of rope at a minimum of three (3) feet in height off the ground, with posts spaced at least seven (7) feet apart. All posts must be installed outside of sea turtle nesting season. Posts may not be seated in the sand with concrete.

Property owners who have signed temporary construction easements to participate in the beach nourishment project will be able to install RBS by right. Property owners who do not sign an easement and who decline to participate in the project may only install RBS by Special Exception with approval contingent upon approval by Town Council in a public hearing. A Special Exception is the only method of approval elsewhere on Fort Myers Beach seaward of the 1978 Coastal Construction Control Line.

Vegetation Trimming

The Town recognizes that property owners may have a concern with the height of dunes plants or their MBZ and this concern has led to many areas on the beaches that are barren of all vegetation. A balanced approach that takes into account riparian views and nurture of the MBZ is critical to encouraging property owner participation and giving them a sense of control of their MBZ.

A vegetation removal permit must be applied for prior to the first MBZ trimming event. This special permit will be good for three years at no cost to the property owner. The vegetation removal permit may be issued at the time of MBZ planting to reduce processing time and effort for Town staff and the property owner. For the purposes of the Plan, sea grapes (*Coccoloba uvifera*) shall be subject to all existing state statutes and will be managed separately from MBZs and are not considered a part of the Plan. Sea grape trees are also listed as protected plants in the Town Land Development Code and permits may be required for trimming or removal. MBZ trimming must meet the following criteria:

- Trimming will not be permitted on Town, County or State property.
- Trimming in the MBZ shall not reduce the overall height of the individual plant to less than four feet above the substrate.
- Dead stems and panicles from the previous year may be removed.
- Post-trimmed appearance of the vegetation should not be hedged or flattened but will emulate a natural growth pattern. This may be accomplished by alternately trimming portions of the vegetation combined with trimming some branches of individual plants while leaving other branches longer.

Dune Height Modification

MBZs, by their nature, can be expected to accumulate sand and build a dune. In fact, a healthy, functioning dune would be at least 18"-24" elevated over surrounding natural grade. This height is important for vigorous root establishment and nutrient cycling. However, there are potentially local conditions which may cause dunes to build significantly higher. The shoreline of Estero Island is an undulating shore with a double crescent shape which can cause some areas to receive more wind and sand transport than others. Some existing dunes may often directly face seasonal prevailing winds which generate the highest Aeolian transport, such as dunes that face northwest and are subject to stronger winter winds. Due to natural recruitment of dune vegetation and historical beach raking practices, some of these existing dunes may align at an angle to the shoreline. Placement of newly planted MBZs may also result in additional areas which face seasonal prevailing winds which, combined with site specific planting strategies may also allow for differential dune growth; some dunes may grow larger than others on neighboring properties. The potential for these situations to impair riparian views may cause enough reticence with property owners that they may not choose to participate in the program. Therefore it is important to allow property owners to control their dune height to some extent. The intent of allowing dune lowering is to give property owners a mechanism to control the height of the dune without creating significant impacts to the dune and beach by conserving sand within the system. However, property owners will be required to place the sand landward of the existing dune and create parallel dune ridges where feasible or it may be spread within 50 feet of the surrounding beach where it is not feasible to place the sand landward of the existing dune.

MBZ dune heights may be lowered according to the following criteria:

- An initial dune lowering event may utilize small mechanized equipment such as tractors with buckets and Bobcat style tracked vehicle provided that the tire or ground pressure of the vehicle does not exceed 10psi with special approval by Town staff.
- Follow up dune lowering events may only utilize hand tools (e.g. shovels).
- When dunes are lowered, the slope from surrounding natural grade to the MBZ grade may not be exceeded by creation of an escarpment.
- Sand may not be removed from the beach area. Site specific conditions will determine where sand may be located to within the immediate area. Sand may be placed landward of the dune to create parallel dune systems where feasible to keep sand within the dune system. Alternatively, sand removed from the MBZ may be spread within 50 feet of the surrounding beach where it is not feasible to place the sand landward of the existing dune.
- Sand which is placed landward to create parallel dunes will be spread into a layer no more than 4" deep to allow salt tolerant vegetation an opportunity to reemerge.
- Where dunes are temporarily disturbed, the area will be allowed to naturally recruit and monitored to ensure 20% coverage (e.g. Braun-Blanquet) of native salt tolerant dune vegetation such as sea oats, railroad vine, dune sunflower, and bitter panicum. Any area where dune lowering take places that does not meet the 20% coverage within 6 months will be replanted with native salt tolerant vegetation such as

described above. Other species of native salt tolerant vegetation such as seashore dropseed may be substituted with approval of Town and FDEP.

- Dunes may not be lowered to 18” or less to ensure a healthy, functioning MBZ/dune system.
- A free permit will be required for each dune lowering event from the Town to ensure that techniques are used that minimizes impacts to the beach. Upon consent of the property owner, the Town may act as an agent to acquire any necessary CCCL permits from the FDEP. Typically, these permits are limited to no more than 18” of lowering per event for planted MBZ’s.
- Dune height modifications shall occur outside of sea turtle nesting season and shorebird nesting season (cumulatively March 1 to October 31).
- When possible, any native salt tolerant vegetation that may be disturbed by dune lowering shall be transplanted.



FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:

Town of Fort Myers
2525 Estero Boulevard
Fort Myers Beach, FL, 33931
chadd@fmbgov.com

AGENT:

Coastal Engineering Consultants
28421 Bonita Springs Boulevard
Bonita Springs, FL, 34135
mpoff@cecifl.com

PERMIT INFORMATION:

Permit Number:0413684-001-JC

Project Name: Estero Island Nourishment
Project

County: Lee

Issuance Date: January 18, 2023

Expiration Date: January 18, 2038

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 which includes consideration of the provisions contained in Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

PROJECT DESCRIPTION:

The project is to periodically nourish approximately 6.5 miles of critically eroding gulf shoreline along Estero Island in Lee County. The project includes sand placement in three different segments North Fill Segment (Terminal Groin- R-187), which is contiguous with the Central Fill Segment (R-187 – R-198), and the initial restoration and subsequent nourishment of the South Fill Segment (R-203 – R- 207) utilizing offshore sand sources. Upland sand sources will also be used for hot-spot maintenance and post-storm recovery.

The design template for the North and Central Fill Segments includes a 200H:1V beach berm slope to a maximum elevation set at + 3.2 feet NAVD88, a 15H:1V seaward slope from the berm crest to mean low water (MLW), and thence features a seaward slope of 20H:1V below MLW. The design template for the South Fill Segment includes a 200H:1V beach berm slope to a maximum berm crest elevation set at +3.2 feet NAVD88 from R-203 to R-205 and + 1.3 feet NAVD88 from R-205 to R-207, a 15H:1V seaward slope from the berm crest to mean low water (MLW), and thence features a seaward slope of 20H:1V below MLW.

PROJECT LOCATION:

The beach placement site is located in Lee County, Sections 19, 23, 24, 28, 29, 30, and 33, Township 46 South, Range 23 and 24 East, 300 feet north of Department monument R-175 to R-207. The nearshore borrow area is located within Matanzas Pass ebb shoal complex, Gulf of Mexico, Class III Waters. The offshore borrow area is located 30 nautical miles offshore of Estero Island on the Outer Continental Shelf (OCS).

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253, Chapter 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

The Department has also determined that the nourishment activity qualifies for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

COASTAL ZONE MANAGEMENT:

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

WATER QUALITY CERTIFICATION:

This permit constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

OTHER PERMITS:

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the

Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

The above named Permittee is hereby authorized to construct the work that is outlined in the Project Description and Project Location of this permit and as shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions, General Consent Conditions, Specific Conditions, and attached Plans which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the project description, permit drawings, plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to Rule 62B-49.008, F.A.C.
2. If, for any reason, the permittee does not comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; and, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.
3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local or special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.

4. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed.
5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
6. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.
7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
8. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
9. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall electronically submit to the Department, by email at JCPCCompliance@dep.state.fl.us, and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.
10. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of

such discoveries. The permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the permittee shall electronically submit to the Department, by email at JCPCompliance@dep.state.fl.us, and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on as-built drawings electronically submitted to the Department, by email at JCPCompliance@dep.state.fl.us.

GENERAL CONSENT CONDITIONS:

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.
8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.
9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.
10. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

SPECIFIC CONDITIONS - ADMINISTRATIVE

1. Pursuant to Chapter 161.141, F.S., prior to construction of the beach nourishment the Board of Trustees may need to establish the line of mean high water for any area affected by this project that does not already have an Erosion Control Line (ECL). This is required to establish the boundary line between sovereignty lands of the state bordering on the Gulf of Mexico and the upland properties not held by the State.
2. Unless otherwise specified in the specific conditions of this permit all submittals required herein (e.g., progress reports, water-quality reports etc.) shall be electronically submitted (via e-mail, file transfer site or hard drive). Email submittals shall be sent to the Department's JCP Compliance Officer (e-mail address: JCPCompliance@dep.state.fl.us). If a file transfer site is used, a link shall be e-mailed to the JCP Compliance Officer. If data are too large to be submitted via e-mail or file transfer site, the Permittee may submit the data via an external hard drive, provided by the Permittee. The external hard drive shall be mailed to:

Department of Environmental Protection
Office of Resilience and Coastal Protection
Attn: JCP Compliance Officer
2600 Blair Stone Road, Mail Station 3544
Tallahassee, FL 32399-2400

3. If the Permittee is unable to complete two maintenance events within the 15-year life of the permit, the Permittee may request (prior to the expiration date of the permit), and the Department shall grant, an extension of the permit expiration date in order to allow completion of the second maintenance event. The extension would be documented through an administrative modification.

SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION

4. ***Pre-Construction Submittals.*** For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least 45 days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Unless otherwise notified by the Department within 15 days of receipt of all information specified below, the Permittee shall assume the submittals are satisfactory:
 - a. An electronic copy of detailed ***final construction plans and specifications*** for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit. These documents shall be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or the approved permit drawings (attached to this permit), and any significant changes that would require a permit modification. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.
 - b. ***Turbidity Monitoring:*** In order to assure that turbidity levels do not exceed the compliance standards established in this permit, construction at the project site shall be monitored closely by an independent third party with formal training in water quality monitoring and professional experience in turbidity monitoring for coastal construction projects. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when turbidity generating activities are occurring. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit.
 - i. ***Qualifications.*** The names, credentials (demonstrating experience and qualifications) and 24-hour contact information of those individuals performing these functions;

- ii. A ***Scope of Work*** for the turbidity monitoring to ensure that the right equipment is available to conduct the monitoring correctly at any location, and under any conditions;
- iii. ***Draft turbidity sampling map.*** An example of the geo-referenced map that will be provided with turbidity reports, including aerial photography and the boundaries of biological resources and/or OFW (pursuant to Specific Condition 32)
- c. **Fish & Wildlife Monitoring Qualifications:** To ensure that individuals conducting monitoring of fish and wildlife resources have appropriate qualifications, the Permittee shall provide documentation demonstrating expertise/experience in surveying the types of resources that are present in the project. The Department and the Florida Fish and Wildlife Conservation Commission (FWC) will review this information for confirmation that the monitors are capable of meeting the requirements in Specific Conditions 23 through 24. This documentation shall include the following:
 - i. ***Marine Turtle Protection:*** A list of the names and FWC permit numbers for the Marine Turtle Permit Holders.
 - ii. ***Shorebird Protection:*** A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes.
- d. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinions (BO) issued for construction on this project site. If the BO contains conditions that are not already contained herein, a permit modification may be required prior to construction to include those additional conditions.
- e. Documentation confirming authorization for construction activities within the **Little Estero Island Critical Wildlife Area (CWA)** from the Florida Fish and Wildlife Conservation Commission (FWC) pursuant to Specific Condition 27.
- f. Documentation confirming that the approved upland source is currently producing the quantity and quality of the authorized sand product required for the upcoming event, as required by Specific Condition 7.
- g. ***Pre-Construction Conference.*** After all items required by a through f above have been submitted to the Department, the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring

requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, JCP Compliance Officer
e-mail: JCPCCompliance@dep.state.fl.us

FWC Imperiled Species Management Section
e-mail: marineturtle@myfwc.com

FWC, Regional Biologist
Contact list: <http://myfwc.com/conservation/you-serve/wildlife/shorebirds/>

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each dredging event, the Permittee shall ensure that notification is sent to the FWC, at marineturtle@myfwc.com, indicating the actual start date and the expected completion date. The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

5. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storing, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and is shown on the approved permit drawings. Anchoring or spudding of vessels and barges within areas with benthic biological resources is also prohibited.

6. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.
7. Prior to each construction event that will use upland sand, the Permittee (or Permittee's Representative) shall submit documentation confirming that the approved upland sand source(s) is currently producing both the quantity and quality of the approved sand product(s) to meet the needs of the upcoming event. The documentation shall be signed and sealed by a Registered Professional in the State of Florida (i.e., a P.E. or P.G.) and shall indicate the name(s) of the product(s), the upland sand source(s) and the approximate volume (per product per source) needed for the upcoming event. The Permittee shall submit the documentation to the Department as a preconstruction submittal item no later than 45 days prior to construction. *Note: If the upland source(s) is no longer producing a product consistent with the approved Sediment QA/QC plan, a permit modification will be required to authorize an alternate source.*
8. The following upland sand source products were reviewed and authorized for use in this project: non-shelly sand product from Stewart Mining Industries' Immokalee Mine, Vulcan Materials Company's Witherspoon Mine, E.R. Jahna Industries' Ortona Mine, and CEMEX Lake Wales Mine. Any additional upland sand sources will require review and authorization through the permit modification process.
9. Sediment quality will be assessed as outlined in the Sediment QA/QC plan dated December 7, 2021. Placement of material that is not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC plans. The sediment testing result shall be submitted to the Department within 90 days following the completion of beach construction. The following requirements are included in the Sediment QA/QC Plan:
 - a. If during construction, the Permittee or Engineer determines that the beach fill material does not comply with the sediment compliance specifications, The Permittee shall take measures to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.
 - b. The Permittee will submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 90 days following beach construction. The sediment testing results will be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QA/QC plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.

- c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced will be submitted to the Department within 7 days following completion of remediation activities.

SPECIFIC CONDITIONS - FISH AND WILDLIFE

10. The pre-construction conference held between the contractors, the engineer and staff representative of the Department (see Specific Condition 4 above) shall also include the Marine Turtle Monitor/permit holder, Bird Monitors and staff representatives of the Florida Fish and Conservation Commission (FWC). The purpose of this portion of the meeting is to ensure that the Permittee/Contractor fully understands the wildlife protection measures and site-specific measures that need to be taken before, during and after construction
11. **In-water Activity.** The Permittee shall adhere to the following requirements for all in-water activity:
 - a. The Permittee shall instruct all personnel associated with the project about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall be responsible for harm to these resources and shall require their contractors to advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection Act and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate project area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement or travel.
 - d. The Permittee is responsible for all on-site project personnel and shall require them to observe water-related activities for the presence of marine turtles and manatee(s). All in-water operations shall be immediately shut down if a marine turtle or manatee comes within 50 feet of the operation. For unanchored vessels, operators shall disengage the propeller and drift out of the potential impact zone. If drifting would jeopardize the safety of the vessel then idle speed may be used to leave the potential impact zone. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes

elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.

- e. Any collision with (or injury to) a marine turtle or manatee shall be reported immediately to the FWC Hotline at 888-404-3922, and to the FWC at ImperiledSpecies@MyFWC.com. Any collision with (and/or injury to) a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@MyFWC.com.
- f. Temporary signs concerning manatees shall be prominently posted prior to and during all in-water project activities, at sufficient locations to be regularly and easily viewed by all personnel engaged in water-related activities. Two temporary signs, which have already been approved for this use by the FWC, shall be posted at each location. One sign shall read "Caution Boaters - Watch for Manatees". A second sign measuring at least 8 ½" by 11", shall explain the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations. All signs shall be removed by the Permittee upon completion of the project. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to ImperiledSpecies@MyFWC.com.

12. **Hopper Dredging.** If a hopper dredge is used for this project, the following requirements shall be met:

- a. Handling of captured marine turtles during hopper dredging activities shall be conducted only by persons with prior experience and training in these activities, and who are duly authorized to conduct such activities through a valid Marine Turtle Permit issued by the FWC, pursuant to Chapter 68E-1, F.A.C. The Permittee shall forward documentation of these qualifications to the FWC for review, as required in Specific Condition 4.
- b. In order to minimize impingement or entrainment of marine turtles within the water column, dredging pumps shall be disengaged by the operator, or the draghead bypass valve shall be open and in use when the dragheads are not firmly on the bottom. This precaution is especially important during the cleanup phase of dredging operations.
- c. A state-of-the-art rigid deflector draghead shall always be used on all hopper dredges.
- d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator shall be notified of the start-up and completion of hopper dredging operations at 904-573-3930 or via e-mail at Allen.Foley@MyFWC.com. If a marine turtle is captured or marine turtle parts are recovered, the STSSN shall be contacted at SeaturtleStranding@MyFWC.com.

13. **Trawling.** If relocation trawling for marine turtles is required as per applicable NMFS Biological Opinions and Incidental Take authorizations, the following is required:
- a. Any activity involving the use of nets to harass and/or to capture and handle marine turtles in Florida waters requires a Marine Turtle Permit from the FWC prior to trawling.
 - b. The Permittee or their contractor shall e-mail (MTP@MyFWC.com) reports to the FWC's Imperiled Species Management Section on Friday of each week that trawling is conducted in Florida waters. These weekly reports shall include the species and number of turtles captured, their general health, and release information. A summary of all trawling activity (including non-capture trawling) shall be submitted to MTP@MyFWC.com by January 15 of the following year, or at the end of the project. The summary shall be recorded/documentated on the FWC-provided Excel spreadsheet (available at <https://myfwc.com/media/3168/trawl-report-template.pdf>), and shall list all turtles captured in Florida waters, the measurements of all captured turtles, the location of captures (latitude and longitude in decimal degrees), the location of tow start-stop points (latitude and longitude in decimal degrees), and times for the start-stop points of the tows (including tows when no turtles are captured).
14. **Construction Area Project Lighting.**

During the marine turtle nesting season (May 1 through October 31), direct lighting of the beach and nearshore waters shall be limited to the immediate area of active construction. Staging areas, if allowed on the nesting beach, shall not be illuminated unless specifically reviewed and authorized by FWC.

Lighting on offshore and onshore equipment shall be minimized by reducing the number of fixtures, shielding, lowering the height and appropriately placing fixtures to avoid excessive illumination of the water's surface and nesting beach. The intensity of lighting shall be reduced to the minimum standard required for general construction area safety. Shields shall be affixed to the light housing on dredge and on land-based lights and shall be large enough to block lamp light from being transmitted outside the construction area or to the adjacent marine turtle nesting beach. (Figure 1 below).

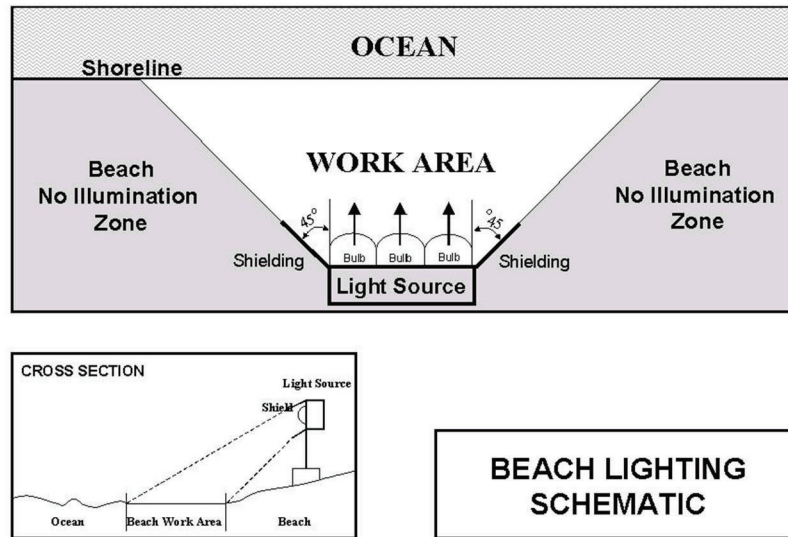


Figure 1

15. **Wildlife Conditions for All Beach Related Activities.** The Permittee shall adhere to the following requirements for all beach-related activities during marine turtle and shorebird nesting/breeding seasons [February 15 through October 31].

a. Beach Maintenance.

- i. The Permittee shall require their contractor and protected species monitors to inspect all work areas that have excavations and temporary alterations of beach topography each day, to determine which areas have deviations (such as depressions, ruts, holes and vehicle tracks) capable of trapping flightless shorebird chicks or marine turtle hatchlings. If so, the deviations outside of the active fill placement area – (see Specific Condition 17) shall be filled or leveled from the natural beach profile prior to 9:00 p.m. each day. The beach surface shall also be inspected subsequent to completion of the project, and all tracks, mounds, ridges or impressions, etc. left by construction equipment on the beach shall be smoothed and leveled.
- ii. All debris, including derelict construction or coastal armoring material, concrete and metal, found on the beach placement site, shall be removed from the beach to the maximum extent practicable prior to any placement of fill material. If debris removal activities will take place during protected species nesting seasons, the work shall be conducted during daylight hours

only, and shall not commence until completion of daily monitoring surveys.

b. **Equipment Storage and Placement.**

- i. Staging areas and temporary storage for construction equipment and pipes shall be located off the beach to the maximum extent practicable. Nighttime storage of construction equipment that is not in use shall be located off the beach. If staging and storage areas off the beach are not possible, then additional marine turtle and shorebird protective measures shall be implemented. Such protective measures shall be determined in coordination with the Department and the FWC prior to beginning of construction. All construction pipes that are in use on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of the dune.
- ii. If it is necessary to extend construction pipes past a known shorebird nesting site, then those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season. If such placement is not feasible for the project, the FWC's Regional Biologist (or their designee) shall be contacted for alternative measures. See contacts available at <https://myfwc.com/conservation/you- conserve/wildlife/shorebirds/contacts/>.

- g. **Beach Driving.** All vehicles operated on the beach shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (<http://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>). Specifically, the vehicle shall be operated at speeds less than 6 mph and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of protected species, and the need to avoid injury and disturbance to these species. *Note: when flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present pursuant to Specific Condition 25.*

16. **Marine Turtle Protection Conditions.**

Construction-related activities are authorized to occur on the nesting beach (sandy beach seaward of existing coastal armoring structures or dune crest and all areas used for beach access) during marine turtle nesting season (May 1 through October 31) under the following conditions:

- a. Daily early morning marine turtle nest surveys shall start two weeks prior to marine turtle nesting season (April 15) or 65 days prior to beach placement

whichever is later. Daily nesting surveys shall continue through November 30, or until two weeks after the last crawl in the project area, whichever is earlier.

- b. Daily nesting surveys shall be conducted beginning ½ hour prior to sunrise, and no construction activity may commence until completion of the marine turtle survey each day.
 - c. The Permittee shall ensure that marine turtle nesting surveys are conducted as required in this authorization, and only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. For information on the authorized Marine Turtle Permit Holders in the project area, contact FWC at MTP@MyFWC.com.
 - d. Only those nests laid in the area where sand placement will occur shall be relocated, and nest relocation shall cease after the sand placement is completed. Nests requiring relocation shall be moved no later than 9 a.m., the morning following deposition (no longer than 12 hours from the time the eggs are laid), to a nearby self-release beach site in a secure setting, where artificial lighting will not interfere with hatchling orientation. The relocation site shall be determined in conjunction with and approved by the FWC prior to nest relocations. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of beach settings that are not expected to experience any of the following: inundation by high tides; severe erosion; previous egg loss; or illumination by artificial lighting.
 - e. Nests deposited within areas where construction activities will not occur for 65 days, or nests laid in the nourished berm prior to tilling, shall be marked and left in place. The Marine Turtle Permit Holder shall install on- beach markers at the nest site to establish a minimum 5- foot radius around the approximate clutch location and shall also install a secondary marker at a point as far landward as possible to assure that the nest can be located should the on- beach marker be lost. No activity shall occur within the marked area, nor shall any activities occur that could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activity.
17. **Fill Restrictions.** During the marine turtle nesting season, the contractor shall not advance the beach fill more than 500 feet along the shoreline between dusk and the following day, until the daily nesting survey is completed, and the beach has been cleared for fill advancement. If the 500-foot advancement limitation is not feasible for the project, an alternative distance shall be established during the preconstruction meeting, if a distance can be agreed upon in consultation with the FWC. If the work area is extended, nighttime nesting surveys are required, and a Marine Turtle Permit Holder is required to be present on-site to ensure that no nesting and hatching marine turtles are present. If any

nesting turtles are sighted on the beach within the immediate construction area, activities shall cease immediately until the turtle has returned to the water and the Marine Turtle Permit Holder responsible for nest monitoring has relocated the nest.

18. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle adult, hatchling, or egg that may have been harmed or destroyed as a result of the project, the Permittee shall be responsible for notifying the FWC Wildlife Alert at 888-404-FWCC (3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.
19. **Tilling, Compaction and Escarpment Remediation Requirements.** For the years after the first- year sand placement (out- year), compaction monitoring, tilling and escarpment monitoring are not required if placed material no longer remains on the dry beach.
 - a. **Compaction Sampling.** Sand compaction shall be monitored in the area of sand placement immediately after completion of the nourishment event, and two weeks prior to the beginning of marine turtle nesting season, for three (3) subsequent years. The requirement for compaction monitoring may be eliminated if the placed sand is tilled, regardless of post- construction compaction levels. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled prior to the beginning of marine turtle nesting season. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required. Compaction monitoring shall be in accordance with the following protocol:
 - i. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high-water line (normal wrack line).
 - ii. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each

depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.

- iii. If values exceeding 500 psi are distributed throughout the project area, but in no case do those values exist at two adjacent stations at the same depth, then the Permittee shall consult with the FWC to determine if tilling is required. A request for a tilling waiver based on these compaction values shall be submitted to the FWC at MarineTurtle@MyFWC.com.

- b. **Tilling Requirements.** If tilling is performed regardless of post-construction compaction levels or tilling is required based on compaction measurements, the area shall be tilled to a depth of 24 inches. Tilling shall be in accordance with the following protocol:

- i. All tilling activity shall be completed prior to the marine turtle nesting season. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been relocated to or left in place.
- ii. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling.
- iii. Tilling shall occur landward of the wrack line and shall avoid all naturally vegetated areas that are at least 3 square feet in size, as well as any planted areas that have been authorized by the Department. A 3-foot-wide No-Tilling buffer shall be maintained around vegetated areas. The slope between the mean high- water line and the mean low water line shall be maintained to approximate natural slopes.

- c. **Escarpment Surveys.** Visual surveys for escarpments along the project area shall be made immediately after completion of sand placement, within 30 days prior to April 15 and weekly throughout the marine turtle season for three (3) subsequent years, each year placed sand remains on the dry beach. Escarpment remediation shall be as follows:

- i. Prior to marine turtle nesting season, escarpments that interfere with marine turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled to the natural beach contour or the beach profile shall be reconfigured to minimize scarp formation. Any escarpment removal shall be reported relative to R monument location to the FWC at MarineTurtle@MyFWC.com with a copy sent to the JCP Compliance Officer.

- ii. If weekly surveys during the marine turtle nesting season document escarpments that exceed 18 inches in height for a distance of at least 100 feet and have persisted for more than two weeks, the FWC shall be contacted immediately to determine the appropriate action to be taken. The Permittee shall provide locations and measurements of the escarpments to the closest R monument as well as the coordinates for the location of marine turtle nests located within 20 feet of the escarpments (latitude and longitude in decimal degrees), with photographs when possible. Upon written notification by the FWC that the escarpment needs to be leveled, the Permittee shall level the escarpment. If nests are located nearby, to minimize impacts to any existing nest the Permittee shall also coordinate with the marine turtle permit holder prior to leveling the escarpments. An annual summary documenting weekly escarpment surveys (including dates, presence and height of escarpments) and any remediation actions taken shall be submitted electronically to the FWC (MarineTurtle@MyFWC.com) by December 31 of each year.

Note for Shorebird Protection: If compaction sampling, tilling or escarpment removal occurs during shorebird breeding season, the Shorebird Conditions (including surveys) included in this authorization shall be followed. No heavy equipment shall operate, and no compaction sampling or tilling shall occur within 300 feet of any shorebird nest. If flightless shorebird chicks are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that no heavy equipment operates within 300 feet of the flightless young or within a site-specific corridor established per Specific 25. It is the responsibility of the Permittee to ensure that their contractors avoid tilling, scarp removal or dune vegetation planting in areas where nesting birds are present.

20. **Post-Construction Lighting Surveys.** The Permittee shall ensure that lighting surveys be conducted from the renourished berm and the following actions taken to address potential adverse impacts expected with artificial lights visible from any dry portion of the newly elevated beach. The surveys shall be conducted from the top of the foreshore slope (i.e., the seaward edge of the filled berm before it slopes into the water), facing landward. The survey shall follow standard techniques for such a survey, such as including the number and type of visible lights, location of lights, and photo documentation (see additional techniques as per the [2015 USFWS Statewide Programmatic Biological Opinion](#)).
- a. The first survey shall be conducted between May 1 and May 15 for the first nesting season following construction. For each visible light source, the Permittee shall document that the property owners have been notified and has been provided with recommendations for correcting the light as soon as possible.

Recommendations shall be in accordance with local lighting ordinances. A report summarizing all visible lights and the recommendations for correcting the light shall be forwarded to local code enforcement. If no lighting ordinances exist, the recommendations to the property owners shall be consistent with the FWC lighting guidelines, which include no lights or light sources shall be visible from the newly elevated beach. The second survey shall be conducted between July 15 and August 1 to assess any remaining visible lights requiring corrective action.

- b. A summary report of the surveys and what corrective actions or local enforcement actions have been taken shall be submitted to the FWC at MarineTurtle@MyFWC.com and copied to JCPCompliance@dep.state.fl.us by December 31 of the year in which surveys are conducted. Upon request by the FWC, the Permittee shall set up and hold a meeting with the those responsible for code enforcement (when applicable), the FWC and the USFWS to discuss the report and potential additional corrective action needed, as well as any documented marine turtle disorientations in or adjacent to the project area.

21. **Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions.**

- a. For each sand placement event, reports for all required marine turtle nesting surveys shall be provided for the post construction (partial or remaining) nesting season and for two full nesting seasons post construction in accordance with the Table 1 (below). If nesting and reproductive success is less than the criteria in the table below, an additional year of monitoring and reporting may be required. If criteria is not met, additional conditions prior to the next sand placement on this beach may be required by the Department and the FWC.
- b. Data shall be reported and summarized for the nourished areas and reference beach in accordance with Table 1 (below). Reports shall summarize all crawl activity, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction. Data on nesting activity on the nourished areas and on an equal length of beach that is not nourished shall be submitted in electronic format (Excel spreadsheets) which are available upon request from MarineTurtle@MyFWC.com. Reports shall be sent to the FWC Imperiled Species Management section at MarineTurtle@MyFWC.com and copied to JCPCompliance@dep.state.fl.us. All summaries should be submitted by January 15 of the following year.

Table 1. Marine Turtle Monitoring for Beach Placement of Material.

Date	Duration	Variable	Criterion
Nesting Success	Year of in-season construction and two entire nesting seasons post construction, with possible additional year (for a total of three years) ^{1 & 2}	Number of nests and non- nesting emergences by day by species	40 percent or greater
Hatching success	Year of in-season construction and one entire nesting season post construction, with possible additional year ^{1 & 2}	Number of hatchlings by species to hatch from egg	60 percent or greater (a statistically valid number of loggerhead and green nests, and all leatherback nests)
Emergence Success	Year of in-season construction and one entire nesting season post construction, with possible additional year ^{1 & 2}	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientations	Year of in-season construction and two entire nesting seasons post construction ¹	Number of nests and/or individuals that misorient or disorient	
Nests affected by erosion or inundation	Year of construction and two years post construction if placed sand remains on the beach	Number of nests lost and/or affected, by species	

Date	Duration	Variable	Criterion
Lighting Surveys	Two in-season surveys the year following construction; First survey between May 1 and May 15 and second survey between July 15 and August 1 ¹	Number, location and photographs of lights visible from nourished berm, corrective actions recommended, and notifications made	Lighting survey and possible meeting resulting with plan for reduction in lights visible from nourished berm
Compaction	Three nesting seasons beginning with the year of construction. Not required if the beach is tilled prior to nesting season ¹	Shear resistance	Less than 500 psi
Escarpment Surveys	Weekly during nesting season for three years beginning with year of construction ¹	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks	Successful remediation of all persistent scarps as needed
¹ If placed sand remains on the beach ² Additional years may be required if variable does not meet criterion based on previous year			

22. **Shorebird Protection.** The term “shorebird” is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida’s beaches. These conditions are intended to avoid direct impacts associated with the construction of the project and may not address all potential take incidental to the operation and use related to this authorization. The Permittee shall adhere to the shorebird protection conditions during the shorebird breeding cycle, which includes nesting.
- a. Shorebird breeding season dates for this project area are **February 15 through September 1** (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).

- b. Any parts of the project where “project activities” on the beach take place *entirely outside the breeding season*, do not require shorebird surveys. The term “project activities” includes operation of vehicles on the beach, movement or storage of equipment on the beach, sand placement or sand removal, and other similar activities that may harm or disturb shorebirds. Bird survey routes must be established and monitored throughout the entire breeding season in any parts of the project area where: 1) potential shorebird breeding habitat occurs, and 2) project activities are expected to occur at any time within the breeding season. Breeding season surveys shall begin on the first day of the breeding season or 10 days prior to project commencement (including survey activities and other pre-construction presence on the beach), whichever is later.
- c. Bird surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. One or more shorebird survey routes shall be established by the Permittee to cover project areas which require shorebird surveys. These routes shall be determined in coordination with the FWC Regional Biologist (or their designee) prior to the initiation of construction. Routes shall not be modified without prior notification to the FWC.
- d. During the pre-construction and construction activities associated with the project, the Permittee shall ensure that surveys for detecting breeding activity and the presence of flightless chicks shall be completed **on a daily basis** by a qualified bird monitor. This shall be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. If all project activities are completed and all personnel and equipment have been removed from the beach prior to the end of the breeding season, route surveys shall continue to be conducted at least weekly through the end of the breeding season. If breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall establish a buffer in accordance with Specific Condition 23 around the site and shall notify the FWC Regional Biologist (or their designee) within 24 hours. The posts and materials for the shorebird buffer zones shall be removed once all breeding or nesting behavior has ceased.
- e. The Permittee shall require the Bird Monitor to conduct a shorebird education and identification program (and/or provide educational materials) with the on-site staff to ensure protection of precocial (mobile) chicks. All personnel are responsible for watching for shorebirds, nests, eggs and chicks. If the Bird Monitor finds that shorebirds are breeding within the project area, the Permittee shall place and maintain a bulletin board in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that “NESTING BIRDS ARE PROTECTED BY

LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS”.

23. **Shorebird Monitor Requirements.**

- a. The Permittee shall ensure that nesting and breeding shorebird surveys are conducted by trained, dedicated individuals (Bird Monitors) with proven shorebird identification skills and avian survey experience.
- b. Bird Monitor(s) shall be required to review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC’s FSD website (<http://www.flshorebirddatabase.org> or [Florida Shorebird Database](#)). They shall use the data-collection protocol and implement data entry procedures as outlined in that website.
- c. The Permittee shall submit a list of Bird Monitors, with their contact information and a summary of qualifications, including bird identification skills and avian survey experience to the FWC Regional Biologist (or their designee) and JCPCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The determination that the selected Bird Monitor(s) meet the required qualifications shall be coordinated between the Permittee and the FWC Regional Biologist (or their designee) . Once approved, the Permittee shall submit the names and contact information of the Bird Monitor(s) who have been approved by the FWC to JCPCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The Bird Monitor(s) shall meet the following minimum qualifications:
 - i. Has previously participated in beach-nesting shorebird surveys in Florida (provide references or resume). Experience with previous projects must document the ability to 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area.
 - ii. Have a clear working knowledge of, and adhere to, the [Breeding Bird Protocol for Florida’s Seabirds and Shorebirds](#).
<https://app.myfwc.com/crossdoi/shorebirds/PDF-files/BreedingBirdProtocol.pdf>
 - iii. Have completed full-length webinars: Route- Surveyor Training and Rooftop Monitoring Training, including the annual refresher training. Training resources can be found on the [Florida Shorebird Database \(FSD\)](#)

website.

<https://app.myfwc.com/crossdoi/shorebirds/>

- iv. Familiar with the [FWC beach driving guidelines](https://myfwc.com/conservation/you- conserve/wildlife/beach-driving/).
<https://myfwc.com/conservation/you- conserve/wildlife/beach-driving/>
- v. Experience posting beach-nesting bird sites, consistent with the *Guidelines for Posting Shorebird and Seabird Sites in Florida*.
<https://flshorebirdalliance.org/media/1055/fsapostingguidelines.pdf>
- vi. Has registered as a contributor to the FSD.

24. **Shorebird Survey Protocols.** Bird survey protocols, including downloadable field data sheets, are available on the [FSD website](#). All breeding activity shall be reported to the FSD website within one week of data collection. If the use of this website is not feasible for data collection, the FWC Regional Biologist (or their designee) shall be contacted for alternative methods of reporting. The Permittee shall ensure that the Bird Monitors use the following survey protocols:
- a. Surveys shall be conducted by walking the length of all survey routes and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. Use of binoculars (minimum 8x40) is required and use of a spotting scope may be necessary to accurately survey the area. If an ATV or other vehicle is needed to cover large survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.
 - b. Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Biologist (or their designee) within 24 hours.
25. **Shorebird Buffer Zones and Travel Corridors.** The Permittee shall require the Bird Monitor(s) and Contractor(s) to meet the following:
- a. The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot buffer shall be established around each nest or around the perimeter of each colonial nesting area. A 300-foot buffer shall also be placed around the perimeter of areas where shorebirds are seen digging nest scrapes or defending nest territories. All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. **Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Biologist (or**

their designee). Travel corridors shall be designated and marked outside the buffer areas for pedestrian, equipment, or vehicular traffic.

- b. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall immediately widen the buffer zone to a sufficient size to protect breeding birds.
- c. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be allowed when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist to determine if pedestrian access can be accommodated without compromising nesting success. These site-specific buffers must be determined in coordination with the FWC Regional Biologist (or their designee).
- d. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones shall be marked according to *Guidelines for Posting Shorebird and Seabird Sites in Florida* available at: <https://flshorebirdalliance.org/media/1055/fsapostingguidelines.pdf> with posts, twine and the FWC-approved signs stating “Do Not Enter, Important Nesting Area” or similar language around the perimeter (see example of signage for marking designated buffer zones at <http://myfwc.com/conservation/you-protect/wildlife/shorebirds/>). Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Biologist (or their designee), these shall be clearly marked. **Posting shall be maintained in good repair until no active nests, eggs, or flightless young are present.** Although solitary nesters may leave the buffer zone temporarily with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.
- e. The Permittee shall ensure that no construction activities, pedestrians, moving vehicles, or stockpiled equipment are allowed within the buffer area.
- f. The Permittee shall ensure that the Bird Monitor(s) designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy

equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.

- g. When flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present to adequately monitor the travel corridor. The Permittee shall require the contractor with the oversight of the Bird Monitor(s) to avoid any chicks that may be in the path of moving vehicles. The Permittee shall also require the contractor with the oversight of the Bird Monitor(s) to level any tracks, ruts, or holes that may be capable of trapping flightless chicks, while avoiding any impacts to the chicks.

Notification. Any injury or death of a shorebird (including crushing eggs or young) resulting from project activities shall be reported immediately to the FWC Regional Biologist (or their designee).

- 26. **Little Estero Island Critical Wildlife Area.** To minimize potential impacts to marine turtles and breeding shorebirds within the Little Estero Island Critical Wildlife Area (CWA), construction-related activities are authorized to occur on the South Beach Fill Segment (R-203 to R-207), commencing after October 31 and completed before March 1. The Permittee shall adhere to the requirements pursuant to Specific Conditions 10 through 25 above for all construction-related activities occurring during marine turtle and shorebird nesting/breeding seasons.
- 27. Pursuant to Chapter 68A-19.005, F.A.C portions of CWA are closed seasonally for the protection of state-listed beach nesting birds. The Permittee shall ensure all necessary authorizations from the FWC are obtained prior to all construction-related activities within the CWA.
- 28. **Dune Planting Conditions.** Planting of dune vegetation is encouraged outside of marine turtle nesting season. However, planting activities may occur during the marine turtle nesting season May 1 through October 31 under the following conditions:
 - a. It is the responsibility of the Permittee to ensure that the project area and access sites are surveyed for marine turtle nesting activity. All nest surveys and activities involving marine turtles shall be conducted only by persons with a valid FWC permit issued pursuant to Florida Administrative Code 68E-1. For information regarding marine turtle permit holders, contact the FWC at MTP@MyFWC.com.
 - b. Marine turtle nest surveys shall be initiated at the beginning of the nesting season or 65 days prior to installation of plants (whichever is later). Surveys shall continue until completion of the project or through October 31 (whichever is earliest). Surveys shall be conducted throughout the project area and all beach access sites.

- c. Any nests deposited in the area shall be left in place. The marine turtle permit holder shall install an on-beach marker at any nest site and a secondary marker located at a point as far landward as possible to ensure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and survey ribbon or string shall be installed to establish an area of three (3) feet radius surrounding the nest. No planting or other activity shall occur within this area nor shall any activity occur which might cause indirect impacts within this area. Nest sites shall be inspected daily to ensure nest markers have not been removed.
 - d. The use of heavy equipment (including vehicles such as trucks) is not authorized in marine turtle nesting habitat. A lightweight (ATV style) vehicle, with tire pressures of 10 psi or less can operate on the beach if required.
 - e. Any vegetation planting shall be installed by hand labor/tools only.
 - f. All activity shall be confined to daylight hours and shall not occur prior to the completion of all necessary marine turtle surveys and conservation activities within the project area. Nighttime storage of equipment or materials shall be off the beach.
 - g. In the event a nest is disturbed or uncovered during planting activity, the Permittee shall cease all work and immediately contact the marine turtle permit holder responsible for marine turtle conservation measures within the project area. If a nest(s) cannot be safely avoided during construction, all activity within the affected project area shall be delayed until complete hatching and emergence of the nest.
 - h. All planting related activities must avoid marked marine turtle nests including those that may be on the beach before and after the marine turtle nesting season dates (May 1 through October 31). Any impacts to nests or marine turtles that inadvertently occur shall be immediately reported the Florida Fish and Wildlife Conservation Commission (FWC) at MarineTurtle@MyFWC.com, and all work shall stop until authorized to continue by the Department and the FWC.
 - i. All irrigation lines for the dune restoration planting, if proposed, will be temporarily installed along the landward side of the dune only and will be removed once the plants have become established. Any watering necessary along the seaward side of the dune will be done by hand on an “as needed” basis.
29. **Dune Management Plan Conditions.** All dune management activities associated with this project shall adhere to the Fort Myers Beach Dune Management Plan dated **August**

26, 2022. Dune management activities under this plan may occur under the following marine turtle protection conditions:

- a. No dune height modifications involving excavation and/or fill activities shall occur during the marine turtle nesting season (May 1 – October 31).
- b. For all dune height modifications, including vegetation trimming, conducted under this plan, a lighting survey shall be conducted within 30 days prior to construction and within 30 days after construction or by May 15th, whichever is later, to assess lighting impacts from dune height modifications. A summary report of the surveys and what corrective actions or local enforcement actions have been taken shall be submitted to the FWC at MarineTurtle@MyFWC.com and copied to JCPCCompliance@dep.state.fl.us by December 31 of the year in which surveys are conducted.
- c. All activities shall avoid marked marine turtle nests including those that may be on the beach before or after the marine turtle nesting season. Any impacts to nests that may have inadvertently occurred or if a marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, the Permittee shall submit a report detailing the incident (e.g., date, time, permit number, location, photos, contact information, incident and response descriptions) to the FWC at MarineTurtle@MyFWC.com.
- d. No installation of fencing is authorized on marine turtle nesting habitat (sandy beach) during the marine turtle nesting season (May 1 – October 31). All post and rope fencing shall be a single strand of rope at a minimum of three (3) feet in height and posts shall be spaced at least seven (7) feet apart.
- e. During the marine turtle nesting season (May 1 to October 31), all mechanical beach cleaning activities conducted under this plan shall be confined to daylight hours (sunrise to sunset) and adhere to the following marine turtle protection conditions:
 - i. During marine turtle nesting season (May 1 to October 31), the permittee is responsible for ensuring that a daily marine turtle nest survey, protection, and monitoring program is conducted throughout the permitted beach cleaning area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any mechanical beach cleaning. The marine turtle survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being followed and a valid F.A.C. Rule 68E-1 Permit issued by the Florida Fish & Wildlife Conservation Commission

(FWC).

- ii. In the event that mechanical beach cleaning occurs prior to completion of the marine turtle nest survey, protection, and monitoring program, mechanical beach cleaning shall not occur landward of the wrack or debris line on that beach until 65 days have passed or after November 30, whichever is earlier. The permittee shall contact the Marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area.
- iii. All nests left in place shall be marked with a circle of tape or string having a radius of at least three (3) feet, centered at the approximated location of the clutch. An additional marker shall be placed at the base of the dune or seawall to ensure that future location of the nests will be possible should the on-beach markings be lost. No mechanical cleaning equipment is allowed inside of this circle; however, careful removal of material by hand is allowed. All equipment operators should be briefed on the types of marking utilized and should be able to easily contact the individual responsible for the nest survey to verify any questionable areas.
- iv. In the event that on-beach nest markers are lost for any reason, including vandalism or high water conditions, no mechanical beach cleaning shall be conducted until the marine turtle permit holder identifies the nest and restores the markers. In the event that the nest cannot be found and may have been lost during high water conditions, the permittee shall contact FWC staff at (850) 922-4330 to determine if mechanical beach cleaning can resume. All marine turtle protection conditions shall remain in effect unless specifically waived in writing by FWC.
- v. In order to avoid adverse impacts in the event that cleaning accidentally occurs over a nest, mechanical beach cleaning equipment shall not penetrate more than two inches into the surface of the beach. This permit authorizes the use of a vehicle with a maximum tire pressure of 10 p.s.i. and a rake or cleaning apparatus that limits penetration into the surface of the beach to a maximum of two inches. Box blades and front or rear mounted blades are not authorized. No other types of vehicles may be operated on the beach pursuant to this permit. Mechanized beach cleaning shall be accomplished so that no ruts are formed on the beach.
- vi. Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of any frontal dune, vegetation line, or armoring structure. Removal of accumulated debris from the beach must occur immediately after cleaning has been performed.

- vii. Operators of mechanical beach cleaning equipment shall avoid all native, salt tolerant dune vegetation by a minimum of 10 feet. **Any raking within 10 feet of dune vegetation shall be completed by hand labor/tools only.**

SPECIFIC CONDITIONS - MONITORING REQUIRED:

30. Water Quality - Turbidity shall be monitored as follows:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: Monitoring for a pipeline dredge and truck haul placements shall be conducted 3 times daily, approximately 4 hours apart, and at any other time that there is a likelihood of an exceedance of the turbidity standard, during all dredging and sand placement operations.

Monitoring for a hopper dredge shall be conducted for each hopper dredge load during daylight hours. At the dredge site, sampling shall be conducted after overflow from the hopper begins and the associated turbidity plume has reached the edge of the mixing zone. At the fill placement site, sampling shall be conducted after discharge from the hopper begins and the associated turbidity plume has reached the edge of the mixing zone.

Sampling shall be conducted **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. Since turbidity levels can be related to pumping rates, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., background sample shall immediately follow the compliance sample.

Location: **Background:** Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet). All background sampling shall occur clearly outside the influence of any artificially generated turbidity plume or the influence of an outgoing inlet plume.

Borrow Site: Samples shall be collected at least 300 meters up-current from the source of turbidity at the dredge site.

Beach Site: Samples shall be collected at least 300 meters up-current from any portion of the beach that has been, or is being, filled during

the current construction event, at the same distances offshore as the associated compliance samples.

Compliance: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet).

Borrow Site: Samples shall be collected 150 meters down-current from the cutterhead or the hopper dredge overflow point, **and** from any other source of turbidity generated by the dredge, in the densest portion of any visible turbidity plume. If no plume is visible, follow the likely direction of flow.

Beach Site: Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone polygon, which measures up to 150 meters offshore and up to 1,000 meters alongshore from the point where the return water from the dredged discharge reenters the Gulf of Mexico. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat.*

Calibration and Verification: The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity “standards” that bracket the anticipated turbidity samples. If the post-sampling calibration verification value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:
<http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf>

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

31. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites that are greater than 29 NTUs above the corresponding background turbidity, construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the JCP Compliance Officer via email at JCPCCompliance@dep.state.fl.us and include in the subject line, “TURBIDITY EXCEEDANCE”, and the Project Name and Permit Number. Also notify the Department’s Southeast District office.

Any project-associated turbidity source other than dredging or fill placement for beach nourishment (e.g., scow or pipeline leakage) shall be monitored as close to the source as possible. If the turbidity level 29 NTUs above background, the construction activities related to the exceedance shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue every hour until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state “OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE”.

- a. When reporting a turbidity exceedance, the following information shall also be included:
 - i. the Project Name;
 - ii. the Permit Number;
 - iii. location and level (NTUs above background) of the turbidity exceedance;
 - iv. the time and date that the exceedance occurred; and
 - v. the time and date that construction ceased.
- b. Prior to re-commencing the construction, a report shall be emailed to the Department with the same information that was included in the “Exceedance Report”, plus the following information:
 - i. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;
 - ii. corrective measures that were taken; and

iii. cause of the exceedance.

32. **Turbidity Reports:** All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding background levels at each depth and the number of NTUs over background at each depth. Any exceedances of the turbidity standard (29 NTUs above background) shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information:
- a. time of day samples were taken;
 - b. dates of sampling and analysis;
 - c. GPS location of sample and source. *When possible, coordinates should be provided in decimal degrees with a 5 decimal level of precision (i.e., 0.00001). Please also indicate the datum;*
 - d. depth of water body;
 - e. depth of each sample
 - f. antecedent weather conditions, including wind direction and velocity;
 - g. tidal stage and direction of flow;
 - h. water temperature;
 - i. a geo-referenced map, overlaid on an aerial photograph, indicating the sampling locations (background and compliance), location of active construction, the visible plume pattern and direction of flow. The map shall also include the boundaries of any benthic resources or OFW. A sample map shall be submitted to and reviewed by the Department prior to construction (Specific Condition 4);
 - j. a statement describing the methods used in collection, handling, storage and analysis of the samples;
 - k. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements;
 - l. When samples cannot be collected, include an explanation in the report. If unable to collect samples due to severe weather conditions, include a copy of a current report from a reliable, independent source, such as an online weather service.

Monitoring reports shall be submitted by email to the Department's JCP Compliance Officer. In the subject line of the reports, include the Project Name, Permit Number and the dates of the monitoring interval. Failure to submit reports in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the Department's JCP Compliance Officer, on the cover page to the submittal and at the top of each page, please state: **"This information is provided in partial fulfillment of the monitoring requirements in Permit No.0413684-001-JC, for the Estero Island Shore Protection"**

33. **Physical Monitoring.** Monitoring and reporting of the permitted project shall be conducted in accordance with the Physical Monitoring Plan dated December 7, 2021, and the conditions of this permit.
34. The approved Monitoring Plan can be revised at any later time by written request of the Permittee and with the written approval of the Department. If subsequent to approval of the Monitoring Plan there is a request for modification of the permit, the Department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

As guidance for obtaining Department approval, the plan shall generally contain the following items:

- a. Topographic and bathymetric profile surveys of the beach and offshore shall be conducted prior to commencement of construction, immediately following completion of construction, and annually beginning one year following completion of construction for a period of three years. Thereafter, monitoring surveys shall be conducted biennially after the Year Three monitoring until the next beach nourishment event or the expiration of the project design life, whichever occurs first.

A pre-construction survey of the project area to receive beach fill may use surveys conducted for purposes of construction bidding, contracting, or construction management. The post-construction survey of the beach fill may use surveys and other information collected periodically during construction for purposes of construction management and payment. Alternatively, the post-construction survey may consist of a single beach-offshore profile survey event of the project monitoring area conducted within 60 days after completion of beach fill placement.

The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. If the time period between the immediate post-construction survey and the first annual monitoring survey is less than six months, then the Permittee may at their

discretion postpone the first monitoring survey until the following spring/summer.

The monitoring area shall include profile surveys at each of the Department of Environmental Protection's reference monuments within the bounds of the beach fill area and along at least 5,000 feet of the adjacent shoreline on both sides of the beach fill area. All work activities and deliverables for all monitoring surveys shall be conducted in accordance with the latest update of the Department's *Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100*.

- b. The Permittee shall submit an engineering report and the monitoring data to the Department within 90 days following completion of the construction and each annual and biennial monitoring survey.

The report shall summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. Results shall be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse effects attributable to the project. The report shall specifically include:

- i. A record of the volume and location of all beach fill, including any sand placed from the Estero Island Nourishment Project (FDEP Permit Number: 0413684-001-JC) within the project area;
- ii. The volume and percentage of advance nourishment lost since the last beach nourishment project as measured landward of the mean high water (MHW) line of the most recent survey;
- iii. The most recent MHW shoreline positions (feet) in comparison with the design profile at each individual monument location;
- iv. The MHW shoreline position changes (feet) relative to the pre-construction survey at each individual monument location for all the monitoring periods;
- v. The total measured remaining volume (cubic yards) in comparison with the total predicted remaining volume (cubic yards) above the MHW line and above the Depth of Closure for the entire project area over the successive monitoring periods; and,

- vi. Other shoreline position and volumetric analysis the Permittee or Engineer deem useful in assessing, with quantitative measurements, the performance of the project.

The report shall include computations, tables and graphic illustrations of volumetric and shoreline position changes for the monitoring area. An appendix shall include superimposed plots of the two most recent beach profile surveys, the design profile, and pre- and post-construction beach profile at each individual monument location.

- c. An electronic copy of the monitoring report and the survey data shall be submitted to the Department's JCP Compliance Officer. Failure to submit reports and data in a timely manner constitutes grounds for revocation of the permit. When submitting any monitoring information to the Department, please include a transmittal cover letter clearly labeled with the following at the top of each page: **This monitoring information is submitted in accordance with the approved Monitoring Plan for Permit No. 0413684-001- JC for the monitoring period [XX].**

POST CONSTRUCTION CONDITIONS

- 35. Within 30 days after completion of authorized activities, the Permittee shall submit a notice of completion to the JCP Compliance Officer that includes the following information:
 - a. The permit number (0413684-001-JC) and the project name (Estero Island Beach Nourishment Project).
 - b. A copy of any post-construction As-Built Survey drawings required of the Contractor. If any of the completed activities differ substantially from the permitted plans, any substantial deviations shall be noted and explained.
 - c. A summary of the construction event (the date on which authorized activities began and the date of completion, the volume of sand placed and/or dredged as well as the source of sand and the R-monument locations for construction activities).
 - d. A table identifying any exceedances of turbidity standards that occurred during dredging or disposal, the probable causes of the exceedances, and corrective measures taken to reduce turbidity.

- e. A table identifying any known impacts to biological resources (including SAV and Hardbottom communities) and, the probable causes of the impacts, and corrective measures taken.
 - f. A table identifying any harm or injury to threatened species, endangered species or protected species, endangered status communities, the probable causes of the take and corrective measures taken.
36. **Post-Construction Meeting.** Within 90 days following each construction activity authorized by this permit, the Permittee shall hold a post-construction conference. Attendees shall include at minimum, the Permittee, Agent, Department representative, and FWC representative.

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gregory W. Garis.
Program Administrator
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Attachment(s):

1. Approved Permit Drawings (33 pages, dated November 3, 2022)
2. Dune Management Plan (dated August 26, 2022)
3. QA/QC (dated December 7, 2021)
4. Physical Monitoring Plan (dated December 7, 2021)

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this permit and all attachments were sent on the filing date below.

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

<i>Diana Dukhovskaya</i>	01/18/2023
Clerk	Date

ATTACHMENT 23

PHYSICAL MONITORING PLAN

1 PROJECT DESCRIPTION

The Project provides erosion control and includes beach nourishment for approximately 6.5 miles of critically eroding gulf shoreline along Estero Island, Lee County. The Project boundary extends from the terminal groin to Florida Department of Environmental Protection (FDEP) Reference Monument R-207 (Figure 1) utilizing one offshore borrow area (Figure 2). Elements of the Project include:

- Beach renourishment (north and central) and beach restoration (south) on Estero Island
- Hot spot maintenance and post-storm recovery utilizing FDEP approved upland quarries
- Maintenance grading of ponding areas above Mean High Water (MHW).

2 MONITORING OBJECTIVES

Physical monitoring of the Project is required through acquisition of Project-specific data to include, at a minimum, topographic and bathymetric surveys of the beach, nearshore, and borrow site areas, aerial photography, and engineering analysis. The monitoring data is necessary in order for the Town and the Department to regularly observe and assess, with quantitative measurements, the performance of the Project, any adverse effects which have occurred, and the need for any adjustments, modifications, or mitigative response to the Project. The scientific monitoring process also provides the Town and the Department information necessary to plan, design, and optimize subsequent follow-up projects, potentially reducing the need for and costs of unnecessary work, as well as potentially reducing any unanticipated environmental impacts. Collection and analyses of the information outlined in this Monitoring Plan will accomplish the following specific objectives:

- 1) Identify erosion and accretion patterns (shoreline and volumetric changes) within the Project and adjacent shoreline areas;
- 2) Provide data to facilitate an engineering evaluation of the beach restoration and nourishment performance; and
- 3) Identify beach segments that have been eroded in quantities that may require corrective actions and the need for any adjustment, modifications, or mitigation of unexpected adverse effects; and
- 4) Provide data to facilitate an engineering evaluation of the performance of the terminal groin.

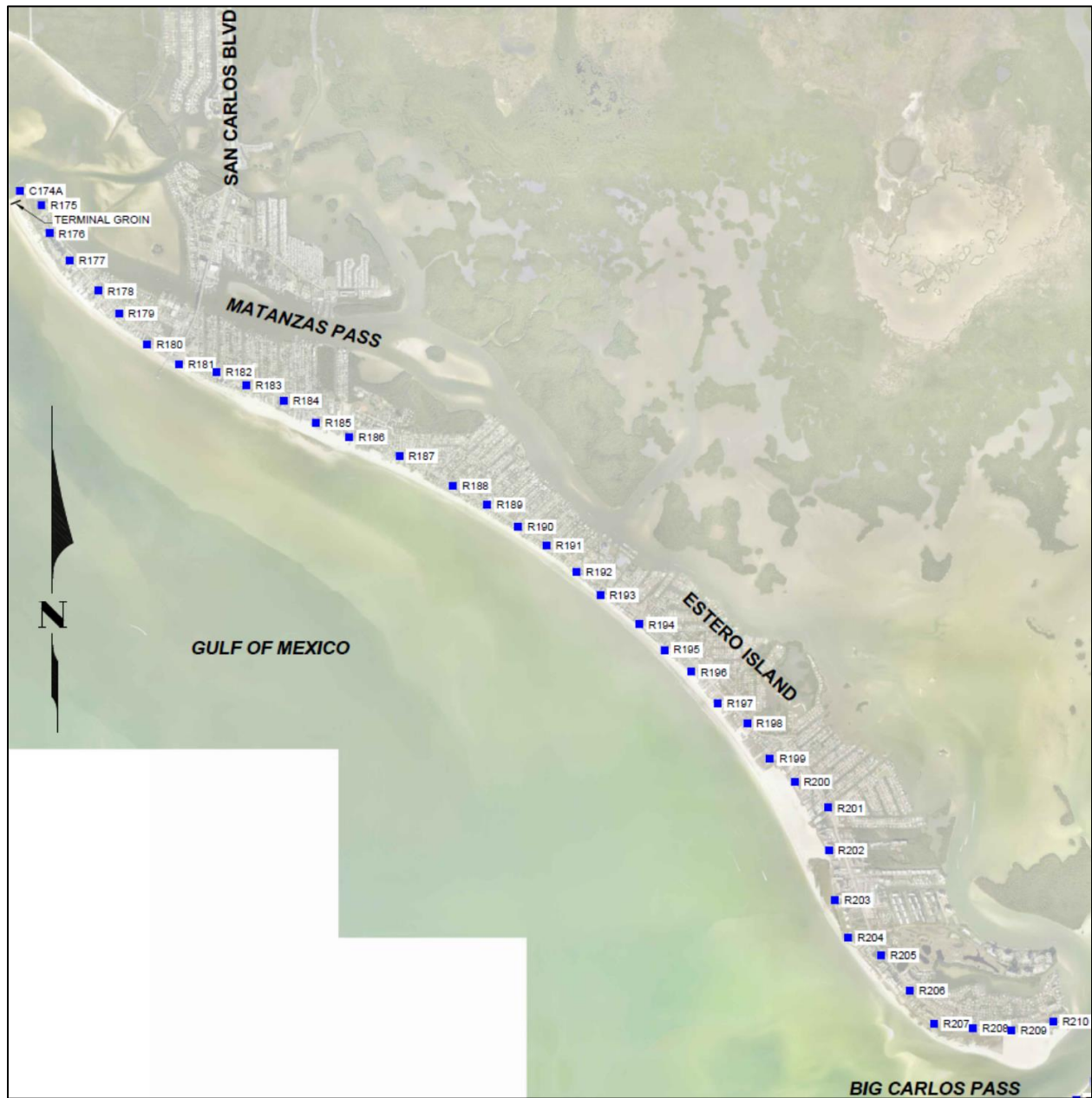
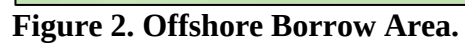


Figure 1. Project Area.



3 MONITORING PLAN COMPONENTS

3.1 Pre- and Post-Construction Monitoring Plan Components

The Pre- and Post-Construction Monitoring Plan shall contain the following components.

a. Topographic and bathymetric profile surveys of the beach and nearshore shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the Project. The surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. A prior design survey of the beach and nearshore may be submitted for the pre-construction survey if consistent with the other requirements of this condition. The survey area shall include profile surveys at each of the Department's reference monuments and two previously established groin survey lines. The profile alignments shall be identical to the azimuths previously established for each monument (Table 1). Profile surveys shall extend landward to the DEP monument location or approximately 150 feet landward of the vegetation line, whichever is more seaward. If the point 150 feet landward of the vegetation line cannot be reached because of an obstruction, such as a building, bay water, mangroves, or other impassable vegetation or obstacle, then the survey line may be stopped at the obstacle and shall be noted as such in the survey field book. All R-monument beach profiles shall extend seaward 3,000 feet from MHW, the groin survey lines shall extend seaward 1,500 feet from MHW. All work activities and deliverables shall be conducted in accordance with the latest update of the Department's Monitoring Standards for Beach Erosion Control Projects.

b. Bathymetric surveys of the offshore borrow area shall be conducted within 90 days prior to commencement of construction, and within 60 days following completion of construction of the Project concurrently with the beach and offshore surveys required above. A prior design survey of the borrow areas may be submitted for the pre-construction survey if consistent with the other requirements of this condition. Bathymetric surveys of the offshore borrow area shall be conducted at 200-foot intervals and shall extend a minimum of 500 feet beyond the boundaries of the borrow area. In all other aspects, work activities and deliverables shall be consistent with the latest update of the Department's Monitoring Standards for Beach Erosion Control Projects.

c. Aerial photography of the beach that meet Department standards shall be provided by the Town concurrently with the post-construction survey, as close to the date of the beach profile surveys as possible, and during approximate low water tide on that date. Scale rectified aerial photography may be obtained from another agency in lieu of acquiring new photography for cost effectiveness (e.g., FDOT, SFWMD, County appraisers).

Table 1. Estero Island Survey Control Information.

Reference Monument	Easting (ft)	Northing (ft)	Azimuth (deg)
C-174A	666547.875	774787.688	245
R-175	667127.375	774428.125	248
Groin 1	666545.625	774582.125	248
Groin 3	666581.375	774489.813	248
R-176	667335.625	773671.125	245
R-177	667878.688	772960.313	220
R-178	668634.375	772145.125	227
R-179	669180.000	771546.125	230
R-180	669931.125	770720.500	210
R-181	670772.875	770198.625	205
R-182	671773.875	769985.625	204
R-183	672566.875	769642.625	205
R-184	673555.375	769229.625	205
R-185	674405.875	768650.125	200
R-186	675299.875	768269.125	205
R-187	676626.590	767772.860	205
R-188	678055.100	766965.700	210
R-189	678958.100	766467.200	210
R-190	679784.100	765887.200	210
R-191	680532.100	765395.700	210
R-192	681339.900	764699.500	210
R-193	681959.100	764084.100	220
R-194	682996.600	763295.600	220
R-195	683662.100	762625.100	220
R-196	684376.000	762037.100	225
R-197	685066.500	761215.400	225
R-198	685859.100	760662.600	225
R-199	686470.100	759735.100	225
R-200	687111.400	759122.000	230
R-201	688006.100	758428.000	235
R-202	688024.400	757304.000	265
R-203	688193.100	755976.100	255
R-204	688540.100	754979.600	265
R-205	689409.900	754511.000	235

Reference Monument	Easting (ft)	Northing (ft)	Azimuth (deg)
R-206	690175.200	753582.500	230
R-207	690818.400	752698.000	190
R-208	691853.900	752572.500	190
R-209	692873.400	752524.000	185
R-210	693980.900	752758.500	195

3.2 Annual Monitoring Plan Components

The Monitoring Plan shall contain the following components.

- a. Topographic and bathymetric profile surveys of the beach and nearshore shall be conducted annually for a period of three (3) years, then biennially until the next beach nourishment event or year 7 whichever occurs first. The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. If the time between the immediate post-construction survey and the first annual monitoring survey is less than six months, then the County may request a postponement of the first monitoring survey until the following spring/summer.
- b. Bathymetric survey of the offshore borrow area shall be conducted during year 7 of monitoring to estimate available volume for the next renourishment project. The survey shall be conducted at 200-foot intervals and shall extend a minimum of 500 feet beyond the boundaries of the borrow area.
- c. Aerial photography of the beach that meet Department standards shall be provided by the Town concurrently with the year 1, 2, 3, 5 and 7 monitoring surveys, as close to the date of the beach profile surveys as possible, and during approximate low water tide on that date. Scale rectified aerial photography may be obtained from another agency in lieu of acquiring new photography for cost effectiveness (e.g., FDOT, SFWMD, County appraisers).

4 REPORTING

The Town shall submit an engineering report and the monitoring data to the Department within 90 days following completion of the post-construction and 1-year, 2-year, 3-year, 5-year, and 7-year beach monitoring surveys. The report shall include a comparative review of Project performance versus performance expectations and identification of any adverse impacts attributable to the Project.

Monitoring reports will be written following each survey, commencing with the 12-month post-construction survey. The report shall summarize and discuss the data and analyses conducted each year for the 1-year, 2-year, 3-year, 5-year, and 7-year post-construction time period. In general, each monitoring report will include:

- **Beach and Nearshore Profile Surveys:**
 - signed and sealed survey,
 - analysis for patterns, trends, or changes between surveys and for cumulative changes over time since project construction,
 - positions of the most recent MHW shoreline in comparison with the design profile at each individual monument location (tables and graphic illustrations),
 - MHW shoreline changes relative to the pre-construction survey at each individual monument location for all monitoring periods (tables and graphic illustrations),
 - evaluation of the volume and percentage of advance nourishment lost since the last beach nourishment project as measured landward of the MHW of the most recent survey,
 - evaluation of the erosion and accretion rates occurring between the initial post-construction survey and the monitoring surveys, and an assessment of the volume of fill remaining within the Project area (tables and graphic illustrations),
 - evaluation of the adjustment of the beach fill and volume accumulations outside of the Project area, and an assessment of alongshore and cross-shore fill movement (tables and graphic illustrations),
 - evaluation of the total measured remaining volume in comparison with the total predicted remaining volume on an average annual basis based on nourishment cycle
- **Bathymetric Surveys of the Offshore Borrow Area:**
 - signed and sealed survey,
 - excavation volumes and volumes remaining in the permitted limits shall be reported.
- **Appendices:** The report appendices shall include:
 - survey profile lines along beach profiles,
 - cross sections across the offshore borrow area,
 - graphical representations of volumetric and shoreline position changes for the monitoring area, and
 - surveyor's report.

Monitoring reports and data shall be submitted to the Department electronically.

5 MONITORING SUMMARY

Table 2 summarizes the proposed schedule for physical monitoring of the Project.

Table 1. Monitoring Schedule.

Monitoring Requirement	Pre-Con	Post-Con	Mon Year 1	Mon Year 2	Mon Year 3	Mon Year 5	Mon Year 7
Beach and Offshore Profiles	✓	✓	✓	✓	✓	✓	✓
Offshore Borrow Area	✓	✓					✓
Aerial Photography		✓	✓	✓	✓	✓	✓
Monitoring Reports		✓	✓	✓	✓	✓	✓

**ESTERO ISLAND SHORE PROTECTION PROJECT
PERMIT NO. 0413684-001-JC**

**SEDIMENT QUALITY ASSURANCE / QUALITY CONTROL PLAN FOR BEACH
RESTORATION OR NOURISHMENT USING AN OFFSHORE BORROW AREA**

1 INTRODUCTION

Pursuant to Florida Administrative Code (F.A.C.) 62B-41.008 (1) (k) 4.b., permit applications for inlet excavation, beach restoration, or nourishment shall include a quality assurance/control plan that will ensure that the sediment from the borrow areas to be used in the project will meet the standard in 62B-41.007(2)(j), F.A.C (Exhibit 1). To protect the environmental functions of Florida's beaches, only beach compatible fill shall be placed on the beach or in any associated dune system. Beach compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system.

Previous geotechnical investigations provide adequate data concerning the character of the sediment and the quantities available within the spatial limits of the permitted borrow area. The original project design and permitting included an analysis of the existing or native sediment and the sediment within the permitted borrow area that demonstrates its compatibility with the naturally occurring beach sediment in accordance with 62B-41.007(2)(j), F.A.C.

Based upon this information and the design of the borrow area, the Department of Environmental Protection (Department) has determined that use of the sediment from the borrow area will maintain the general character and functionality of the sediment occurring on the beach and in the adjacent dune and coastal system. Furthermore, this information and the borrow area design provides sufficient quality assurance/quality control (QA/QC) that the mean grain size and carbonate content of the sediment from the borrow area will meet the requirements of 62B-41.007(2)(j), F.A.C.; hence, additional QA/QC procedures are not required for these sediment parameters during construction.

This plan outlines the responsibilities of each stakeholder in the Project as they relate to the placement of beach compatible material on the beach. These responsibilities are in response to the possibility that non-beach compatible sediments may exist within the borrow area and could be unintentionally placed on the beach. The QC Plan specifies the minimum construction management, inspection and reporting requirements placed on the Contractor and enforced by the Permittee, to ensure that the sediment from the borrow area to be used in the Project meet the compliance specifications. The QA Plan specifies the minimum construction oversight, inspection and reporting requirements to be undertaken by the Permittee or Permittee's On-Site Representative to observe, sample, and test the placed sediments to verify the sediments are in compliance.

2 SEDIMENT QUALITY SPECIFICATIONS

The sediment from the borrow area is similar in Munsell color and grain size distribution to the material in the existing coastal system at the beach placement site. The Department and the Permittee acknowledge that it is possible that discrete occurrences of non-beach compatible sediments may exist within the permitted borrow area that do not comply with the limiting parameters of 62B-41.007(2)(j) 1. – 5., F.A.C., or vary in Munsell color from the composite value. Furthermore, the Department may consider more restrictive values for the sediment parameters to ensure that the sediment from the borrow area is similar in color and grain size distribution to the sediment in the existing coastal system at the beach placement site. Therefore, fill material compliance specifications for the sediment from the borrow area proposed for this Project are provided in Table 1.

The compliance specifications take into account the variability of sediment on the native or existing beach, and are values which may reasonably be attained given what is known about the borrow area sediment. Beach fill material which falls outside of these limits will be considered unacceptable and subject to remediation.

Table 1- Sediment Compliance Specifications

Sediment Parameter	Parameter Definition	Compliance Value
Max. Silt Content	passing #230 sieve	5%
Max. Shell Content*	retained on #4 sieve	5%
Munsell Color Value	moist Value (chroma = 1)	7 or lighter
The beach fill material shall not contain construction debris, toxic material, other foreign matter, coarse gravel or rocks.		

*Shell Content is used as the indicator of fine gravel content for the implementation of quality control/quality assurance procedures and 5% is consistent with the native beach gravel content.

3 QUALITY CONTROL PLAN

The contract documents shall incorporate the following technical requirements, or equivalent language that addresses the location of dredging, sediment quality monitoring on the beach, and, if necessary, remedial actions. The Permittee will seek to enforce these contract requirements during the execution of work.

1. Electronic Positioning and Dredge Depth Monitoring Equipment. The Contractor will continuously operate electronic positioning equipment, approved by the Permittee, to monitor the precise positioning of the excavation device location(s) and depth(s). A Differential Global Positioning System (DGPS) or equivalent system providing equal or better accuracy will be used to determine the horizontal position and will be interfaced with an appropriate depth measuring device to determine the vertical position of the bottom of the excavation device. The horizontal

positioning equipment will maintain an accuracy of +/- 3.0 feet. The vertical positioning equipment will maintain a vertical accuracy of +/-0.5 feet with continuous applicable tidal corrections measured at the borrow areas.

2. Dredge Location Control. The Contractor is required to have, in continuous operation on the dredge, electronic positioning equipment that will accurately compute and plot the position of the dredge. Such fixes, and the accompanying plots, will be furnished to the Permittee's On-Site Representative daily as part of the QC Reports. The electronic positioning equipment will be installed on the dredge so as to monitor, as closely as possible, the actual location of the excavation device(s). The location of the master antenna on the dredge and the distance and direction from the master antenna to the bottom of the excavation device will be reported on the Daily Reports. A printout of the excavation device positions in State Plane Coordinates, the excavation device depths corrected for tide elevation and referenced to the North American Vertical Datum of 1988 (NAVD 88) and the time, will be maintained using an interval of two (2) minutes for each printed fix. A printed and computer file (in ASCII format) copy of the position data will be provided to the Permittee as part of the daily report. The Contractor will prepare a plot of the data that includes the State Plane Coordinate grid system and the borrow area limits. The format of the plot may be subject to approval by the Permittee. No dredging will take place outside of the borrow area limits (horizontal and vertical limits) as shown on the drawings.

3. Dredging Observation. The Contractor will be responsible for establishing such control as may be necessary to insure that the allowable excavation depths and spatial limits are not exceeded. If the Contractor encounters noncompliant sediment during dredging, the Contractor will immediately cease dredging, relocate the dredge into compliant sediment, and will verbally notify the Permittee's On-site Representative, providing the time, location, and description of the noncompliant sediment. The Contractor will also report any encounters with noncompliant sediment in the Contractor's Daily Report, providing depth and location in State Plane Coordinates of said materials within the borrow area. The Contractor, in cooperation with the Permittee, will use the dredge positioning records, plans, and vibracore descriptions to determine where the Contractor may dredge to avoid additional placement of noncompliant sediment. The Contractor will adjust his or her construction operation to avoid the noncompliant sediment to the greatest extent practicable.

4. Beach Observation. The Contractor will continuously visually monitor the sediment being placed on the beach. If noncompliant sediment is placed on the beach, the Contractor will immediately cease dredging, relocate the dredge into compliant sediment, and verbally notify the Permittee's On-site Representative, providing the time, location, and description of the noncompliant sediment. The Contractor will also report any encounters with noncompliant sediment in the Contractor's Daily Report, providing depth and location in State Plane Coordinates of said materials within the borrow area. The Contractor will take the appropriate remediation actions as directed by the Permittee.

5. Excavation Requirements. The Contractor will excavate within the approved boundaries and up to but not exceeding the maximum depths of the borrow area in a uniform and continuous

manner. If directed by the Permittee, the Contractor will change the location and/or depth of excavation within the borrow area limits.

6. Vibracore Logs and Grain Size Data. The Contractor will be provided with all descriptions of sediment vibracore borings collected within the borrow area(s), and will acknowledge that he is aware of the quality of the sediment as described in the sediment vibracore logs. These logs and grain size data will be presented in the construction specifications.

4 QUALITY ASSURANCE PLAN

The Permittee will seek to enforce the construction contract and Department permits related to sediment quality. In order to do so, the following steps shall be followed:

1. Construction Observation. Construction observation by the Permittee's On-Site Representative will be performed routinely; an inspection shall be performed for each 10,000 CY of placed material during construction. Most observations will be conducted during daylight hours; however, random nighttime observations shall be conducted if necessary.

2. On-Site Representative. The Permittee will provide on-site observation by individuals with training or experience in beach restoration and nourishment and construction inspection and testing, and who are knowledgeable of the Project design and permit conditions.

3. Pre-Construction Meeting. The Project QA/QC Plan will be discussed as a matter of importance at the pre-construction meeting. The Contractor will be required to acknowledge the goals and intent of the herein described QA/QC Plan, in writing, prior to commencement of construction.

4. Contractor's Daily Reports. The Permittee will review the Contractor's Daily Reports which characterize the nature of the sediments encountered at the borrow area and placed along the Project shoreline, with specific reference to moist sand color and the occurrence of rock, rubble, shell, silt or debris that exceeds acceptable limits. The Permittee will review the dredge positions in the Contractor's Daily Report.

5. On Call. The Permittee will be continuously on call during the period of construction for the purpose of making decisions regarding issues that involve QA/QC Plan compliance.

6. Addendums. Any addendum or change order to the Contract between the Permittee and the Contractor will be evaluated to determine whether or not the change in scope will potentially affect the QA/QC Plan.

7. During Construction Sampling for Visual Inspection. To assure that the fill material placed on the beach is in compliance with the permit, the Permittee's On-Site Representative will conduct assessments of the beach fill material as follows:

a. During excavation and fill placement activities, the Permittee's On-Site Representative will collect a sediment sample at not less than 200-foot intervals of newly constructed berm to visually assess grain size, Munsell color, shell content, and silt content. The sample shall be a minimum of 1 U.S. pint (approximately 200 grams). This assessment will consist of handling the fill material to ensure that it is predominantly sand, to note the physical characteristics, and assure the material meets the sediment compliance parameter specified in this Plan. If deemed necessary, quantitative assessments of the sand will be conducted for grain size, silt content, shell content and Munsell color using the methods outlined in section 4.8.b. Each sample will be archived with the date, time, and location of the sample. The results of these daily inspections, regardless of the quality of the sediment, will be appended to or notated on the Contractor's Daily Report. All samples will be stored by the Permittee for at least 60 days after project completion.

b. If the Permittee determines that the beach fill material does not comply with the sediment compliance specifications in this QA/QC Plan, the Permittee will immediately instruct the Contractor to cease material excavation operations and take whatever actions necessary to avoid further discharge of noncompliant sediment. The Contractor, in cooperation with the Permittee, will use the dredge positioning records, plans, and vibracore descriptions to determine where the Contractor may dredge to avoid additional placement of noncompliant sediment. The Contractor will adjust his or her construction operation to avoid the noncompliant sediment to the greatest extent practicable. The sediment inspection results will be reported to the Department.

8. Post-Construction Sampling for Laboratory Testing. To assure that the fill material placed on the beach was adequately assessed by the borrow area investigation and design, the Permittee will conduct assessments of the sediment as follows:

a. Post-construction sampling of each acceptance section and testing of the fill material will be conducted to verify that the sediment placed on the beach meets the expected criteria/characteristics determined from the geotechnical investigation and borrow area design process. Upon completion of an acceptance section of constructed beach, the Permittee will collect two (2) duplicate sand samples at each Department reference monument profile line to quantitatively assess the grain size distribution, moist Munsell color, shell content, and silt content for compliance. The Permittee will collect the sediment samples of a minimum of 1 U.S. pint (at least 200 grams) each from the bottom of a test hole a minimum of 18 inches deep within the limits of the constructed berm. The Permittee will visually assess grain size, Munsell color, shell content, and silt content of the material by handling the fill material to ensure that it is predominantly sand, and further to note the physical characteristics. The Permittee will note the existence of any layering or rocks within the test hole. One sample will be sent for laboratory analysis while the other sample will be archived by the Permittee. All samples and laboratory test results will be labeled with the Project name, FDEP Reference Monument Profile Line designation, State Plane (X,Y) Coordinate location, date sample was obtained, and "Construction Berm Sample."

b. All samples will be evaluated for visual attributes (Munsell color and shell content), sieved in accordance with the applicable sections of ASTM D422-63 (Standard Test Method for Particle-Size Analysis of Soils), ASTM D1140 (Standard Test Method for Amount of Material in Soils Finer than No. 200 Sieve), and ASTM D2487 (Classification of Soils for Engineering Purposes), and analyzed for carbonate content. The samples will be sieved using the following U.S. Standard Sieve Numbers: 3/4", 5/8", 3.5, 4, 5, 7, 10, 14, 18, 25, 35, 45, 60, 80, 120, 170, 200, and 230.

c. A summary table of the sediment samples and test results for the sediment compliance parameters shall accompany the complete set of laboratory testing results. The column headings will include: Sample Number; Mean Grain Size (mm); Sorting Value; Silt Content (%); Shell Content (%); Munsell Color Value; and a column stating whether each sample MET or FAILED the compliance values found in Table 1. The sediment testing results will be certified by a P.E or P.G. registered in the State of Florida. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the sand search investigation and borrow area design shall be included in the sediment testing results report. The Permittee will submit sediment testing results and analysis report to the Department within 90 days following completion of construction.

d. In the event that a section of beach contains fill material that is not in compliance with the sediment compliance specifications, then the Department will be notified. Notification will indicate the volume, aerial extent and location of any unacceptable beach areas, and the remediation planned.

5 REMEDIATION

1. **Compliance Area.** If a sample does not meet the compliance value for construction debris, toxic material, other foreign material, coarse gravel, or rock, the Permittee shall determine the aerial extent and remediate regardless of the extent of the noncompliant material. If a sample is noncompliant for the silt content, shell content, or Munsell color and the aerial extent exceeds 10,000 square feet, the Permittee shall remediate.

2. **Notification.** If an area of newly constructed beach does not meet the sediment compliance specifications, then the Department (JCPCCompliance@dep.state.fl.us) will be notified. Notification will indicate the aerial extent and location of any areas of noncompliant beach fill material and remediation planned. As outlined in section 5.4, the Permittee will immediately undertake remediation actions without additional approvals from the Department. The results of any remediation will be reported to the Department following completion of the remediation activities, and shall indicate the volume of noncompliant fill material removed and replaced.

3. **Sampling to determine extent.** In order to determine if an area greater than 10,000 square feet of beach fill is noncompliant; the following procedure will be performed by the Permittee:

- a. Upon determination that the first sediment sample is noncompliant, at minimum, five (5) additional sediment samples will be collected at a 25-foot spacing in all directions and

assessed. If the additional samples are also noncompliant, then additional samples will be collected at a 25-foot spacing in all directions until the aerial extent is identified.

- b. The samples will be visually compared to the acceptable sand criteria. If deemed necessary by the Permittee, quantitative assessments of the sand will be conducted for grain size, silt content, shell content, and Munsell color using the methods outlined in section 4.8.b. Samples will be archived by the Permittee.
- c. A site map will be prepared depicting the location of all samples and the boundaries of all areas of noncompliant fill.
- d. The total square footage will be determined.
- e. The site map and analysis will be included in the Contractor's Daily Report.

4. Actions. The Permittee shall have the authority to determine whether the material placed on the beach is compliant or noncompliant. If placement of noncompliant material occurs, the Contractor will be directed by the Permittee on the necessary corrective actions. Should a situation arise during construction that cannot be corrected by the remediation methods described within this QA/QC Plan, the Department will be notified. The remediation actions for each sediment parameter are as follows:

- a. Silt: blending the noncompliant fill material with compliant fill material within the adjacent construction berm sufficiently to meet the compliance value, or removing the noncompliant fill material and replacing it with compliant fill material.
- b. Shell: blending the noncompliant fill material with compliant fill material within the adjacent construction berm sufficiently to meet the compliance value or removing the noncompliant fill material and replacing it with compliant fill material.
- c. Munsell color: blending the noncompliant fill material with compliant fill material within the adjacent construction berm sufficiently to meet the compliance value or removing the noncompliant fill material and replacing it with compliant fill material.
- d. Coarse gravel: screening and removing the noncompliant fill material and replacing it with compliant fill material.
- e. Construction debris, toxic material, or other foreign matter: removing the noncompliant fill material and replacing it with compliant fill material.

All noncompliant fill material removed from the beach will be transported to an appropriate upland disposal facility located landward of the Coastal Construction Control Line.

5. Post-Remediation Testing. Re-sampling shall be conducted following any remediation actions in accordance with the following protocols:

- a. Within the boundaries of the remediation actions, samples will be taken at maximum of 25-foot spacing.
- b. The samples will be visually compared to the acceptable sand criteria. If deemed necessary by the Permittee, quantitative assessments of the sand will be conducted for grain size, silt content, and Munsell color using the methods outlined in section 4.8.b. Samples will be archived by the Permittee.
- c. A site map will be prepared depicting the location of all samples and the boundaries of all areas of remediation actions.

6. Reporting. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced will be submitted to the Department within 7 days following completion of remediation activities.

All reports or notices relating to this permit shall be emailed and sent to the Department at the following locations:

DEP Bureau of Beaches & Coastal Systems

JCP Compliance Officer

Beaches, Inlets and Ports Program

Office of Resilience and Coastal Protection

Florida Department of Environmental Protection

2600 Blair Stone Road, Rm 510B

Tallahassee, Florida 32399-2400

phone: (850) 245-7539

e-mail: JCP_Compliance@dep.state.fl.us

EXHIBIT 1
STATE OF FLORIDA RULE FOR BEACH FILL QUALITY

62B-41.007 (2) (j), F.A.C.

To protect the environmental functions of Florida's beaches, only beach compatible fill shall be placed on the beach or in any associated dune system. Beach compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system. Such material shall be predominately of carbonate, quartz or similar material with a particle size distribution ranging between 0.062mm (4.0 ϕ) and 4.76mm (-2.25 ϕ) (classified as sand by either the Unified Soils or the Wentworth classification), shall be similar in color and grain size distribution (sand grain frequency, mean and median grain size and sorting coefficient) to the material in the existing coastal system at the disposal site and shall not contain:

1. Greater than 5 percent, by weight, silt, clay or colloids passing the #230 sieve (4.0 ϕ);
2. Greater than 5 percent, by weight, fine gravel retained on the #4 sieve (-2.25 ϕ);
3. Coarse gravel, cobbles or material retained on the 3/4 inch sieve in a percentage or size greater than found on the native beach;
4. Construction debris, toxic material or other foreign matter; and
5. Not result in cementation of the beach.

If rocks or other non-specified materials appear on the surface of the filled beach in excess of 50% of background in any 10,000 square foot area, then surface rock should be removed from those areas. These areas shall also be tested for subsurface rock percentage and remediated as required. If the natural beach exceeds any of the limiting parameters listed above, then the fill material shall not exceed the naturally occurring level for that parameter.

**ESTERO ISLAND SHORE PROTECTION PROJECT
PERMIT NO. 0413684-001-JC**

**SEDIMENT QUALITY ASSURANCE / QUALITY CONTROL PLAN FOR
BEACH RESTORATION OR NOURISHMENT USING AN UPLAND SAND SOURCE**

1 INTRODUCTION

Pursuant to Florida Administrative Code (F.A.C.) 62B-41.008 (1) (k) 4.b., permit applications for inlet excavation, beach restoration, or nourishment shall include a quality assurance/control plan that will ensure that the sediment from the upland sand source(s) to be used in the project will meet the standard in 62B-41.007(2)(j), F.A.C (Exhibit 1). To protect the environmental functions of Florida's beaches, only beach compatible fill shall be placed on the beach or in any associated dune system. Beach compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system.

The Department of Environmental Protection (Department) has reviewed prior geotechnical investigations that provided adequate data concerning the character of the sediment and the quantities available within the spatial limits of the upland sand source(s). The Department has reviewed the existing or native sediment and the sediment within the permitted upland sand source(s), including the methods of mining and post-mining processing, that demonstrates its compatibility with the naturally occurring beach sediment in accordance with 62B-41.007(2)(j), F.A.C.

Based upon this information, the Department has determined that use of the sediment from the upland sand sources(s) will maintain the general character and functionality of the sediment occurring on the beach and in the adjacent dune and coastal system. Furthermore, this information provides sufficient quality assurance/quality control (QA/QC) that the mean grain size and carbonate content of the sediment from the upland sand source(s) will meet the requirements of 62B-41.007(2)(j), F.A.C.; hence, additional QA/QC procedures are not required for these sediment parameters during construction.

This plan outlines the responsibilities of each stakeholder in the Project as they relate to the placement of beach compatible material on the beach. These responsibilities are in response to the possibility that non-beach compatible sediments may exist within the upland sand source(s) and could be unintentionally placed on the beach. The QC Plan specifies the minimum construction management, inspection and reporting requirements placed on the Contractor and enforced by the Permittee, to ensure that the sediment from the upland sand source(s) to be used in the Project meet the compliance specifications. The QA Plan specifies the minimum construction oversight, inspection and reporting requirements to be undertaken by the Permittee or Permittee's On-Site Representative to observe, sample, and test the placed sediments to verify the sediments are in compliance.

2 SEDIMENT QUALITY SPECIFICATIONS

The sediment from the upland sand source(s) is similar in Munsell color and grain size distribution to the material in the existing coastal system at the beach placement site. The Department and the Permittee acknowledge that it is possible that discrete occurrences of non-beach compatible sediments may exist within the permitted upland sand source(s) that do not comply with the limiting parameters of 62B-41.007(2)(j) 1. – 5., F.A.C., or vary in Munsell color from the composite value. Furthermore, the Department may consider more restrictive values for the sediment parameters to ensure that the sediment from the upland sand source(s) is similar in color and grain size distribution to the sediment in the existing coastal system at the beach placement site. Therefore, fill material compliance specifications for the sediment from the upland sand source(s) proposed for this Project are provided in Table 1.

The compliance specifications take into account the variability of sediment on the native or existing beach, and are values which may reasonably be attained given what is known about the upland sand source sediment. Beach fill material which falls outside of these limits will be considered unacceptable and subject to remediation.

Table 1- Sediment Compliance Specifications

Sediment Parameter	Parameter Definition	Compliance Value
Max. Silt Content	passing #230 sieve	5%
Max. Shell Content*	retained on #4 sieve	5%
Munsell Color Value	moist Value (chroma = 1)	8 or lighter
The beach fill material shall not contain construction debris, toxic material, other foreign matter, coarse gravel or rocks.		

*Shell Content is used as the indicator of fine gravel content for the implementation of quality control/quality assurance procedures

3 QUALITY CONTROL PLAN

The contract documents shall incorporate the following technical requirements, or equivalent language that addresses the sediment quality monitoring on the beach, and, if necessary, remedial actions. The Permittee will seek to enforce these contract requirements during the execution of work. The Contractor's Quality Control Plan shall be submitted for review and acceptance by the Permittee. This Plan shall also address sediment quality assurance by including: (1) the specific sampling frequency and testing methodology to be provided by the Contractor, (2) the name, address and point of contact for the Licensed Testing Laboratory to be used for the required collection of samples and laboratory testing, and (3) how the Contractor intends to assess compliance with the Sediment Compliance Specifications as shown in Table 1 above.

The characteristics of the in-situ materials in the upland sand source(s) are indicated in the geotechnical data provided by the quarries. The characteristics of the processed material are also included with the geotechnical data. However, the Contractor should be aware that it is possible

for material of differing characteristics to be present and that the mining process may correspondingly require revisions to produce beach compatible sand consistent with the Sediment Compliance Specifications in Table 1.

1. Assessment at Upland Sand Source. The material shall be observed while the material is being loaded into the trucks for transport to the Construction Access/ Staging Area. Both the Contractor and the Permittee will have benchmark samples labeled with the permit number, “Benchmark Sample”, date collected, site name and information on where the sample was attained. The benchmark sample shall be material that has been deemed beach compatible in accordance with the Sediment Compliance Specifications, and shall serve as the minimum requirement for the material being placed on the beach. If any material appears to be non-compliant, it shall be set aside for testing and/or further processing and not transported to the beach.

a. For conventional hydraulic excavation and stockpiling. The Contractor will collect a sediment sample at not less than 4 samples for each 3,000 cubic yards of stockpiled material to visually assess grain size, Munsell color, shell content, and silt content against the benchmark sample. The sample shall be a minimum of 1 U.S. pint (approximately 200 grams). This assessment will consist of handling the fill material to ensure that it is predominantly sand to note the physical characteristics and assure the material meets the sediment compliance parameter specified in this Plan. If deemed necessary, quantitative assessments of the sand will be conducted for grain size, silt content, shell content and Munsell color using the methods outlined in Section 4.7.b. Each sample will be archived with the date, time, and location of the sample. The results of these daily inspections, regardless of the quality of the sediment, will be appended to or notated on the Contractor’s Daily Report. All samples will be stored by the Permittee for at least 60 days after Project completion.

b. For material requiring special handling and material processing. If special handling and material processing are necessary to produce beach compatible material consistent with the Sediment Compliance Specifications in Table 1, then sampling and laboratory testing of the processed sand shall be conducted at the upland mine(s) from the stockpiled material before the material is transported to the Construction Access/Staging Areas. The Contractor will collect 4 representative samples from approximately every 3,000 cubic yards of material in the stockpile no less than 6 inches below the surface. The samples shall be tested at a Licensed Testing Laboratory using the criteria outlined in Section 4.7.b.

If a sample does not meet the Sediment Compliance Specifications in Table 1, then the 3,000 cubic yards of material represented by that sample shall not be transported to the Construction Access/Staging Area. The material may undergo further processing to meet the Sediment Compliance Specifications with additional testing to verify the additional processing produce material that meets the Sediment Compliance Specifications, or the material shall be set aside and not used.

2. Beach Observation. The Contractor will continuously visually monitor the sediment being placed on the beach. An assessment will be made during placement at a minimum of once every hour. This assessment will consist of handling the fill material to ensure that it is predominantly

sand and to note the physical characteristics, and assure the material meets the Sediment Compliance Specifications in Table 1. If noncompliant sediment is placed on the beach, the Contractor will immediately cease placement until any stockpiled material at the beach construction staging area can be verified as beach compatible and verbally notify the Permittee, providing the time, location, and description of the noncompliant sediment. The Contractor will take the appropriate remediation actions as directed by the Permittee.

4 QUALITY ASSURANCE PLAN

The Permittee will seek to enforce the construction contract and Department permits related to sediment quality. In order to do so, the following steps shall be followed:

1. **Construction Observation.** Construction observation by the Permittee's On-Site Representative will be performed on a daily basis during upland sand fill placement. Most observations will be conducted during daylight hours; however, random nighttime observations shall be conducted if necessary. The County will collect a sediment sample to visually assess grain size, Munsell color, shell content, and silt content against the benchmark sample. The observation will include handling the fill material to ensure that it is predominantly sand to note the physical characteristics and assure the material meets the sediment compliance parameter specified in this Plan. If deemed necessary, quantitative assessments of the sand will be conducted for grain size, silt content, shell content and Munsell color using the methods outlined in section 4.7.b
2. **On-Site Representative.** The Permittee will provide on-site observation by individuals with training or experience in beach nourishment and construction inspection and testing, and who are knowledgeable of the project design and permit conditions.
3. **Pre-Construction Meeting.** The Project QA/QC Plan will be discussed as a matter of importance at the pre-construction meeting. The Contractor will be required to acknowledge the goals and intent of the herein described QA/QC Plan, in writing, prior to commencement of construction.
4. **Contractor's Daily Reports.** The Permittee will review the Contractor's Daily Reports which characterize the nature of the sediments encountered and placed along the project shoreline with specific reference to moist sand color and the occurrence of rock, rubble, shell, silt or debris that exceeds acceptable limits.
5. **On Call.** The Permittee will be continuously on call during the period of construction for the purpose of making decisions regarding issues that involve QA/QC Plan compliance.
6. **Addendums.** Any addendum or change order to the Contract between the Permittee and the Contractor will be evaluated to determine whether or not the change in scope will potentially affect the QA/QC Plan.

7. Post-Construction Sampling for Laboratory Testing. To assure that the fill material placed on the beach was adequately assessed by the geotechnical investigation and design, the Permittee will conduct assessments of the sediment as follows:

a. Post-construction sampling of each acceptance section and testing of the fill material will be conducted to verify that the sediment placed on the beach meets the expected criteria/characteristics provided during from the geotechnical investigation and design process. Upon completion of an acceptance section of constructed beach, the Permittee will collect two (2) duplicate sand samples at each Department reference monument profile line to quantitatively assess the grain size distribution, moist Munsell color, shell content, and silt content for compliance. The Permittee will collect the sediment samples of a minimum of 1 U.S. pint (at least 200 grams) each from the bottom of a test hole a minimum of 18 inches deep within the limits of the constructed berm. The Permittee will visually assess grain size, Munsell color, shell content, and silt content of the material by handling the fill material to ensure that it is predominantly sand, and further to note the physical characteristics. The Permittee will note the existence of any layering or rocks within the test hole. One sample will be sent for laboratory analysis while the other sample will be archived by the Permittee. All samples and laboratory test results will be labeled with the Project name, FDEP Reference Monument Profile Line designation, State Plane (X,Y) Coordinate location, date sample was obtained, and "Construction Berm Sample."

b. All samples will be evaluated for visual attributes (Munsell color and shell content), sieved in accordance with the applicable sections of ASTM D422-63 (Standard Test Method for Particle-Size Analysis of Soils), ASTM D1140 (Standard Test Method for Amount of Material in Soils Finer than No. 200 Sieve), and ASTM D2487 (Classification of Soils for Engineering Purposes), and analyzed for carbonate content. The samples will be sieved using the following U.S. Standard Sieve Numbers: 3/4", 5/8", 3.5, 4, 5, 7, 10, 14, 18, 25, 35, 45, 60, 80, 120, 170, 200, and 230.

c. A summary table of the sediment samples and test results for the sediment compliance parameters shall accompany the complete set of laboratory testing results. The column headings will include: Sample Number; Mean Grain Size (mm); Sorting Value; Silt Content (%); Shell Content (%); Munsell Color Value; and a column stating whether each sample MET or FAILED the compliance values found in Table 1. The sediment testing results will be certified by a P.E or P.G. registered in the State of Florida. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the sand search investigation and design shall be included in the sediment testing results report. The Permittee will submit sediment testing results and analysis report to the Department within 90 days following beach construction.

d. In the event that a section of beach contains fill material that is not in compliance with the sediment compliance specifications, then the Department will be notified. Notification will indicate the volume, aerial extent and location of any unacceptable beach areas and remediation planned.

5 REMEDIATION

1. **Compliance Area.** If a sample does not meet the compliance value for construction debris, toxic material, other foreign material, coarse gravel, or rock, the Permittee shall determine the aerial extent and remediate regardless of the extent of the noncompliant material. If a sample is noncompliant for the silt content, shell content, or Munsell color and the aerial extent exceeds 10,000 square feet, the Permittee shall remediate.

2. **Notification.** If an area of newly constructed beach does not meet the sediment compliance specifications, then the Department (JCPCCompliance@dep.state.fl.us) will be notified. Notification will indicate the aerial extent and location of any areas of noncompliant beach fill material and remediation planned. As outlined in section 5.4 below, the Permittee will immediately undertake remediation actions without additional approvals from the Department. The results of any remediation will be reported to the Department following completion of the remediation activities and shall indicate the volume of noncompliant fill material removed and replaced.

3. **Sampling to determine extent.** In order to determine if an area greater than 10,000 square feet of beach fill is noncompliant; the following procedure will be performed by the Permittee:

- a. Upon determination that the first sediment sample is noncompliant, at minimum, five (5) additional sediment samples will be collected at a 25-foot spacing in all directions and assessed. If the additional samples are also noncompliant, then additional samples will be collected at a 25-foot spacing in all directions until the aerial extent is identified.
- b. The samples will be visually compared to the acceptable sand criteria. If deemed necessary by the Permittee, quantitative assessments of the sand will be conducted for grain size, silt content, shell content, and Munsell color using the methods outlined in Section 4.7.b. Samples will be archived by the Permittee.
- c. A site map will be prepared depicting the location of all samples and the boundaries of all areas of noncompliant fill.
- d. The total square footage will be determined.
- e. The site map and analysis will be included in the Contractor's Daily Report.

4. **Actions.** The Permittee shall have the authority to determine whether the material placed on the beach is compliant or noncompliant. If placement of noncompliant material occurs, the Contractor will be directed by the Permittee on the necessary corrective actions. Should a situation arise during construction that cannot be corrected by the remediation methods described within this QA/QC Plan, the Department will be notified. The remediation actions for each sediment parameter are as follows:

- a. Silt: blending the noncompliant fill material with compliant fill material within the adjacent construction berm sufficiently to meet the compliance value, or removing the noncompliant fill material and replacing it with compliant fill material.
- b. Shell: blending the noncompliant fill material with compliant fill material within the adjacent construction berm sufficiently to meet the compliance value or removing the noncompliant fill material and replacing it with compliant fill material.

- c. Munsell color: blending the noncompliant fill material with compliant fill material within the adjacent construction berm sufficiently to meet the compliance value or removing the noncompliant fill material and replacing it with compliant fill material.
- d. Coarse gravel: screening and removing the noncompliant fill material and replacing it with compliant fill material.
- e. Construction debris, toxic material, or other foreign matter: removing the noncompliant fill material and replacing it with compliant fill material.

All noncompliant fill material removed from the beach will be transported to an appropriate upland disposal facility located landward of the Coastal Construction Control Line.

5. Post-Remediation Testing. Re-sampling shall be conducted following any remediation actions in accordance with the following protocols:

- a. Within the boundaries of the remediation actions, samples will be taken at maximum of 25-foot spacing.
- b. The samples will be visually compared to the acceptable sand criteria. If deemed necessary by the Permittee, quantitative assessments of the sand will be conducted for grain size, silt content, and Munsell color using the methods outlined in Section 4.7.b. Samples will be archived by the Permittee.
- c. A site map will be prepared depicting the location of all samples and the boundaries of all areas of remediation actions.

6. Reporting. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced will be submitted to the Department within 7 days following completion of remediation activities.

All reports or notices relating to this permit shall be emailed and sent to the Department at the following locations:

DEP Bureau of Beaches & Coastal Systems

JCP Compliance Officer

Beaches, Inlets and Ports Program

Office of Resilience and Coastal Protection

Florida Department of Environmental Protection

2600 Blair Stone Road, Rm 510B

Tallahassee, Florida 32399-2400

phone: (850) 245-7539

e-mail: JCP.Compliance@dep.state.fl.us

EXHIBIT 1
STATE OF FLORIDA RULE FOR BEACH FILL QUALITY

62B-41.007 (2) (j), F.A.C.

To protect the environmental functions of Florida's beaches, only beach compatible fill shall be placed on the beach or in any associated dune system. Beach compatible fill is material that maintains the general character and functionality of the material occurring on the beach and in the adjacent dune and coastal system. Such material shall be predominately of carbonate, quartz or similar material with a particle size distribution ranging between 0.062mm (4.0 ϕ) and 4.76mm (-2.25 ϕ) (classified as sand by either the Unified Soils or the Wentworth classification), shall be similar in color and grain size distribution (sand grain frequency, mean and median grain size and sorting coefficient) to the material in the existing coastal system at the disposal site and shall not contain:

1. Greater than 5 percent, by weight, silt, clay or colloids passing the #230 sieve (4.0 ϕ);
2. Greater than 5 percent, by weight, fine gravel retained on the #4 sieve (-2.25 ϕ);
3. Coarse gravel, cobbles or material retained on the 3/4 inch sieve in a percentage or size greater than found on the native beach;
4. Construction debris, toxic material or other foreign matter; and
5. Not result in cementation of the beach.

If rocks or other non-specified materials appear on the surface of the filled beach in excess of 50% of background in any 10,000 square foot area, then surface rock should be removed from those areas. These areas shall also be tested for subsurface rock percentage and remediated as required. If the natural beach exceeds any of the limiting parameters listed above, then the fill material shall not exceed the naturally occurring level for that parameter.

1. **Requested Motion:**

Meeting Date: February 6, 2023

Approve Resolutions Extending the Town Declaration of State of Local Emergency for the period February 6 - February 12, 2023, February 13, 2023 - February 19, 2023, February 20, 2023 - February 26, 2023 and February 27, 2023 - March 5, 2023

Why the action is necessary:

Extending the local state of emergency provides the Town with the needed flexibility to respond to the catastrophic disaster caused by Hurricane Ian and maintains the Town's eligibility for federal and state reimbursement funding for the costs of recovery.

What the action accomplishes:

Extends the Town's Declaration of state of local emergency.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Hurricane Ian has caused a catastrophic disaster in the Town, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas. Approving and ratifying these Resolutions will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 22-34.

Attachments:

1. 23-12, Extending Declaration of Local Emergency 2.6.23-2.12.23
2. 23-13, Extending Declaration of Local Emergency 2.13.23-2.19.23
3. 23-14, Extending Declaration of Local Emergency 2.20.23-2.26.23
4. 23-15, Extending Declaration of Local Emergency 2.20.23-2.26.23

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/31/2023
Final Approval - 2/2/2023

RESOLUTION 23-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, *Florida Statutes*, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Section 252.38 *Florida Statutes*, specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 6th day of February 2023.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-35 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), *Florida Statutes* and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

Section 6. The state of local emergency shall remain in effect until terminated as provided in Section 12-21 of the Code. However, The mandatory curfew and prohibition regarding the use of fresh water supplied by the County or local water company for any purpose other than cooking, drinking, or bathing set forth in Section 12-24 of the Code are hereby waived at this time.

Section 7. As provided in Section 12-21(a) of the Code, the Mayor, Vice-Mayor, or Town Manager may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 6th day of February 2023 upon the signature of the Mayor at 9:00 a.m.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of January 2023.

RESOLUTION 23-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, *Florida Statutes*, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Section 252.38 *Florida Statutes*, specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 13th day of February 2023.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-35 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), *Florida Statutes* and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

Section 6. The state of local emergency shall remain in effect until terminated as provided in Section 12-21 of the Code. However, The mandatory curfew and prohibition regarding the use of fresh water supplied by the County or local water company for any purpose other than cooking, drinking, or bathing set forth in Section 12-24 of the Code are hereby waived at this time.

Section 7. As provided in Section 12-21(a) of the Code, the Mayor, Vice-Mayor, or Town Manager may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 12th day of February 2023 upon the signature of the Mayor at 9:00 a.m.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of February 2023.

RESOLUTION 23-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, *Florida Statutes*, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Section 252.38 *Florida Statutes*, specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 20th day of February 2023.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-35 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), *Florida Statutes* and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

Section 6. The state of local emergency shall remain in effect until terminated as provided in Section 12-21 of the Code. However, The mandatory curfew and prohibition regarding the use of fresh water supplied by the County or local water company for any purpose other than cooking, drinking, or bathing set forth in Section 12-24 of the Code are hereby waived at this time.

Section 7. As provided in Section 12-21(a) of the Code, the Mayor, Vice-Mayor, or Town Manager may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 20th day of February 2023 upon the signature of the Mayor at 9:00 a.m.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of February 2023.

RESOLUTION 23-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, *Florida Statutes*, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Section 252.38 *Florida Statutes*, specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 27th day of February 2023.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-35 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), *Florida Statutes* and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

Section 6. The state of local emergency shall remain in effect until terminated as provided in Section 12-21 of the Code. However, The mandatory curfew and prohibition regarding the use of fresh water supplied by the County or local water company for any purpose other than cooking, drinking, or bathing set forth in Section 12-24 of the Code are hereby waived at this time.

Section 7. As provided in Section 12-21(a) of the Code, the Mayor, Vice-Mayor, or Town Manager may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 27th day of February 2023 upon the signature of the Mayor at 9:00 a.m.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of February 2023.

1. **Requested Motion:**

Meeting Date: February 6, 2023

Final reading and second public hearing on proposed ordinance 22-13 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ESTABLISHING A NEW SECTION 1-13 OF CHAPTER 1 OF THE CODE OF ORDINANCES, TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE ADOPTION, AMENDMENT AND IMPLEMENTATION OF FEES AND FEE SCHEDULES BY RESOLUTION UNLESS PROHIBITED BY STATE LAW OR THE TOWN CHARTER, PROVIDING FOR CODIFICATION, CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Adopting this Ordinance will simplify and streamline the process and timing involved in the adoption, amendment, and implementation of the Town's fees and fee schedules.

What the action accomplishes:

Streamlines the process, reduces the potential for conflicts, and timing involved in the adoption, amendment, and implementation of the Town's fees and fee schedules.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

5. **Background:**

From time-to-time, the Town Council has established by Ordinance and Resolution certain fees and fee schedules. This Ordinance will standardize the manner in which the Town Council adopts, amends, and implements existing and future fees and fee schedules without having to amend the Town Code.

Attachments:

1. 22-13, Ordinance 22-13 re Authorizing the Establishment of Fees and Fee Schedules by Resolution.(138120794.1)-C (1)

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/13/2023
Approved - 1/18/2023
Approved - 1/30/2023
Final Approval - 2/2/2023

ORDINANCE 22-13

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ESTABLISHING A NEW SECTION 1-13 OF CHAPTER 1 OF THE CODE OF ORDINANCES, TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE ADOPTION, AMENDMENT AND IMPLEMENTATION OF FEES AND FEE SCHEDULES BY RESOLUTION UNLESS PROHIBITED BY STATE LAW OR THE TOWN CHARTER, PROVIDING FOR CODIFICATION, CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, from time-to-time the Town Council has established by Ordinance and Resolution certain fees and fee schedules, and going forward the Town Council desires to standardize the manner of adopting, amending, and implementing fees and fee schedules; and

WHEREAS, on September 22, 2022, the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the recommendation of staff, and the testimony of all interested persons; and

WHEREAS, the Town Council set a second reading of the proposed Ordinance and a public hearing on this matter to be legally advertised and held before the Town Council on October __, 2022; at which time the Town Council gave full and complete consideration to the recommendation of staff, and the testimony of all interested persons; and

WHEREAS, the Town finds that it is in the best interests of the health, safety, and welfare of the Town's residents and visitors to standardize and streamline the way the Town Council adopts, amends, and implements fees and fee schedules.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:¹

Section 1. The above recitals are true, correct, incorporated herein by this reference, and adopted as the legislative and administrative findings of the Town Council.

^{1/} Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as strikethrough.

Section 2. That the Code of Ordinances, Town of Fort Myers Beach, Florida, is hereby amended by adding a new section to be numbered section 1-13, which said section shall read as follows:

CHAPTER 1 – IN GENERAL

Sec. 1-13 – Fees and Fee Schedules

Unless prohibited by state law or the Town Charter, the Town Council may adopt, amend, and implement any fees or fee schedule by resolution.

Section 3. The Town Council intends that the provisions of this Ordinance be made a part of the Fort Myers Beach Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification.

Section 4. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted Town Code provision, ordinance, or statute, this Ordinance shall apply.

Section 5. Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the Town Manager without further process.

Section 6. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 7. This Ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Bill Veach, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this ____ day of February 2023, by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ____ day of February 2023.

1. **Requested Motion:**

Meeting Date: February 6, 2023

First reading and Public Hearing of proposed Ordinance 23-02 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 34, ARTICLE III., DIVISION 3, SECTION 34-638 MINIMUM SETBACKS, SECTION 34-2 DEFINITIONS, AND TABLE 34-3 DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open first public hearing and schedule for second reading and final adoption Tuesday, February 21, 2023 at 9:00 a.m.

Why the action is necessary:

An ordinance to amend the Land Development Code (LDC) has to be read at two public hearings and approved by the Town Council.

What the action accomplishes:

Amending these sections of the Land Development Code (LDC) will reduce setbacks on residential corner lots, side setbacks on all residential lots and amend the other regulations explained in the staff report.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

5. **Background:**

A large number of the variance requests, submitted to the Town, are to allow development on corner lots. The Land Development Code (LDC) currently requires corner lots to provide a right of way setback, of 25 feet, from both rights of way, a side setback that is 15% of the width of the lot, and a rear setback of 20 or 25 feet. Often it is difficult to design a home on a lot with all of the setbacks applied. Staff was tasked with providing options to amend the code that would alleviate some of the common issues. This ordinance includes amendments to the corner lot regulations as well as porches and stoops, additional setbacks for houses longer than 65 feet, mechanical equipment setbacks and side setbacks.

The attached staff report highlights the differences between what the staff prepared and what the LPA modified as part of their recommendation to the Town Council.

Attachments:

1. 23-02, Corner lot and setbacks
2. Staff Report
3. Exhibit A New Corner Lot Regulations
4. Exhibit B Zoning Setback Table

Financial Impact:

unknown

6. **Alternative Action**

Recommend changes and move the ordinance to a second reading.

7. **Management Recommendations:**

Schedule ordinance 23-02 for a second public hearing.

8. **Recommended Approval:**

Sarah Propst, Planning & Zoning
Steve Poposki, Community Development Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 2/2/2023

ORDINANCE NO. 23-02

**AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA
AMENDING CHAPTER 34, ARTICLE III., DIVISION 3, SECTION 34-638
MINIMUM SETBACKS, SECTION 34-2 DEFINITIONS, AND TABLE 34-3
DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING
DISTRICTS; PROVIDING FOR SEVERABILITY; CODIFICATION;
SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE
DATE.**

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town recognizes that redevelopment of the Town, following hurricane Ian requires evaluation and updates to the Land Development Code; and

WHEREAS, the Town Council desires updates to the Fort Myers Beach Land Development Code to clarify, improve and create consistency among sections; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on January 18, 2023, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 7-0, to recommend approval of the requested amendment to Chapter 34., Section 34-638, Section 34-2 and Table 34-3; and

WHEREAS, on February 6, 2023, the Town Council held a first reading of this proposed Ordinance; and

WHEREAS, on February 21, 2023, the Town Council held a second reading of this proposed Ordinance.

NOW THEREFORE IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH, FLORIDA:

Section 1. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. Chapter 34, Article III., Division 3, Section 34-638 Minimum Setbacks, Section 34-2 Definitions, and Table 34-3 Dimensional Regulations in Conventional Zoning

Districts is hereby amended to read as found in attached Exhibit A – New Corner Lot Regulations and Exhibit B – New Setback Regulations:

Section 3. The Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

Section 4. Whenever the requirements or provisions of this ordinance conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

Section 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the ordinance, or any part thereof, other than the part so declared.

Section 6. This ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the Town Council upon a motion by Councilmember _____ and seconded by _____ and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Bill Veach, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this _____ day of _____, 2022, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney



**Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT**

To: Town Council
From: Sarah Propst, Community Development
Date: February 6, 2023
Re: Corner Lot Setbacks

BACKGROUND

A large number of the variance requests, submitted to the Town, are to allow development on corner lots. The LDC currently requires corner lots to provide a right of way setback, of 25 feet, from both rights of way, a side setback that is 15% of the width of the lot, and a rear setback, of 20 or 25 feet. Often it is difficult to design a home on a lot with all of those setbacks applied. Staff was tasked with providing options to amend the code that would alleviate some of the common issues.

At a meeting with the Town Council, in June, three different ways to address corner lots were discussed. The option of Front and Side Street Setbacks, Two Fronts and Two Sides, and Minimum Buildable Width. The Council voiced support for providing a combination of Front and Side Street Setbacks with some of the Minimum Buildable Width language included.

Since that Council meeting, the LPA has had two meetings to discuss these options as well as impacts on porches and stoops, additional setbacks for houses longer than 65', mechanical equipment setbacks and side setbacks. This staff report will cover both the language presented to the LPA and any LPA recommendations that were substantially different.

PROPOSED SOLUTION

These proposed ordinance changes which would apply to residentially zoned lots.

Front and Side Street Setbacks (Corner Lot)

The current code requires corner lots to have two street setbacks of 25 feet, a rear yard setback of 20 or 25 feet and a side yard setback.



The proposed language would allow corner lots to have a front street setback, a side street setback and a rear and side setback. The owner/developer of the lot could choose which street property line is the front and which is the side, except for lots on Estero Boulevard. Lots with frontage on Estero Boulevard would have a front street setback from Estero Boulevard. The tables below show the proposed side street setback width based on the lot width. The first table is the staff proposed and second is the LPA proposed side street setback width.

Staff Proposed

Lot Width	≤50	50< to 60	60< to 75	75<
Side Street	10	15	20	25

LPA Proposed

Lot Width	≤50	50< to 75	75<
Side Street	10	15	20

The code changes in this section also require that if access is taken from the narrower setback, the site plans must show how parked automobiles will not encroach on the right of way.

Porches, Balconies and Stoops (Corner Lot)

The current code allows porches, balconies and stoops to encroach up to 10 feet into the street setback but does not allow them closer than 10 feet to the street property line.

The proposed language would allow porches, balconies and stoops to encroach on the side street setback 10 feet or half the width of the setback, whichever is less.

Additional Street Setbacks for Houses Exceeding 65 Feet (Corner Lot)

The current code allows no more than 65 feet of frontage be built to the front setback line. Any portion of the house exceeding 65 feet must meet an additional setback of 12 feet.

The additional street setback for houses exceeding 65 feet along a side street, would be decreased from 12 feet to accommodate narrower corner lots. The proposed modification is shown in the table below, the side street setback is included to understand the relative impact.

Lot Width	≤50	50< to 85	85<
Additional Setback	3	6	12
Side Street Setback	10	15-20	25



Side Setbacks

The code currently requires a 15% side setback on all residentially zoned parcels.

The proposed language removes the 15% requirement and replaces it with a 7.5-foot side setback for lots 75 feet wide, or less, and a 10-foot side setback for lots greater than 75 feet wide.

At the LPA hearing several LPA members voiced support for implementing the lot widths that applied in the previous adopted ordinance. Staff has researched the previous adopted language found in Ordinance 20-19, that ordinance called for a 10 foot side setback for lots 70 feet wide or greater.

Mechanical Equipment Encroachment

The current code language allows mechanical equipment to encroach into rear and waterbody setbacks up to three feet. It also allows existing homes to replace or raise mechanical equipment in the same location that it was previously permitted. It does not allow new equipment to encroach into side and street setbacks.

Per the proposed language, mechanical equipment encroachment would be permitted up to three feet in the side yard and the side street setback of the primary structure. Movable or removable access ladders would also be permitted up to three feet into the setback.

Matanzas Street and Court Setbacks

Matanzas Street and Matanzas Court both have required side setbacks of 10 feet, per footnote 8 in Table 34-3 Dimensional Regulations in Conventional Zoning Districts. Staff is unaware of why this special setback was applied to this neighborhood.

The proposed changes remove the setback of 10 feet for Matanzas Street and Matanzas Court. These lots will have the same required setbacks as other residential zoning districts.

Summary

The proposed changes will require amendments to the LDC code sections 34-635 Minimum Setbacks, Section 34-2 Definitions and Table 34-3 Dimensional Regulations in Conventional Zoning Districts. These are provided as Exhibit A and Exhibit B to the proposed ordinance.

Staff would ask that you provide feedback on all of the proposed language. Particularly, please provide input regarding the side street setback width originally proposed by staff and the side street setback proposed by the LPA. Also, please indicate a preference for the 10-foot side setback starting at a lot width of 70 feet or a lot width of greater than 75 feet.



ATTACHMENTS

Exhibit A – Proposed code language

Exhibit B – Proposed setback table changes

Section 34-2 - Definitions:

Lot, corner means:

- (1) A lot located at the intersection of two or more streets where the corner interior angle formed by the intersection of the two streets is 135 degrees or less; or
- (2) A lot abutting a curved street if straight lines drawn between the intersections of the side lot lines and the street right-of-way or easement to the foremost point of the lot form an interior angle of less than 135 degrees.
- 3) Corner lots will have a front street setback, a side street setback, a rear setback and a side setback. See Sec. 34-638(a)(4) for additional explanation.

Lot line, front means the lot line which separates the lot from a street right-of-way or easement. A corner lot will have a front and a side street setback.

Lot line, rear means that lot line which is parallel to or concentric with and most distant from the front lot line of the lot. In the case of an irregular or triangular lot, a line 20 feet in length, entirely within the lot, parallel to or concentric with and at the maximum possible distance from the front lot line, shall be considered to be the rear lot line. In the case of a through lot, there shall be no rear lot line. In the case of a double-frontage lot, the line directly opposite from the front line shall be designated as either a rear lot line or a side lot line depending upon the designation of the adjacent property. In the case of corner lots, the rear lot line shall be the line most nearly parallel to or concentric with and most distant from the front street lot line. ~~most prevalent along the block.~~

Street setback means the setback extending across the front of a lot measured from the edge of an existing street right-of-way or street easement. See definition of "*Lot line, front*" and [§ 34-638](#) of this chapter. Corner lots will have two street setbacks, a front street setback and a side street setback, see Sec. 34-638(a)(4) for additional explanation.

Street setback, front means the street setback, on a corner lot, that is the opposite of the rear setback and is the full required depth of the street setback. Corner lots located on Estero Boulevard must have the front street setback from Estero Boulevard.

Street setback, side means the street setback, on a corner lot, that is opposite of the side setback and may be less than the full required depth of the street setback. See Sec. 34-638(d)(6) for additional explanation.

Sec. 34-638. - Minimum setbacks.

- (a) *Generally.* Most zoning districts require minimum setbacks between all buildings and structures and the street, the side lot line, the rear lot line, and any waterbody.
 - (1) Setbacks are minimum horizontal distances between a property line and the nearest point of all structures that ensure a minimum area without buildings. Detailed definitions are provided under "setback" in § 34-2 of this LDC.
 - a. Where an unusual lot configuration or orientation makes it unclear which property lines are street, side, or rear lot lines, the director will establish street, side, and rear lot lines for setback purposes after taking into account existing buildings on the same block as well as the intent of this code. Where access is provided by a shared driveway rather than a street, the director may determine that no street setback applies to that lot.
 - b. Once established through this process, the same setbacks will be applied by the director to other lots on that block.
 - (2) There are two types of side setbacks:

- a. *Side setbacks - waterfront lots.* Larger side setbacks are required for waterfront lots, defined as lots that immediately adjoin a tidally influenced body of water, whether artificial or natural (see definitions in § 34-2 of this LDC).
 - b. *Side setbacks - non-waterfront lots.* Smaller side setbacks are required for all other lots.
- (3) The distinction between street setback lines and build-to lines is explained in § 34-662 of this chapter.
- (4) *Corner Lot Street Setbacks.* Corner lots, as defined in 34-2, shall have two street setbacks which may vary depending on lot width. a standard side setback and a standard rear setback shall apply, as defined in Table 34-3 – Dimensional Regulations in Conventional Zoning Districts.
 - a. Front Street Setback. The front street setback will be the typical required street setback as defined in Table 34-3. Any corner lot on Estero Boulevard, must treat the Estero Boulevard frontage as the front street setback. Any corner lot not on Estero Boulevard may choose the front street which best allows development of the property and meets all other code requirements. The rear setback shall be opposite of the front street setback
 - b. Side Street Setback. The side street setback may vary depending on the width of the lot, measured from the side street property line and the side property line (opposite from the side street property line). See Sec. 34-638(d)(6)
- (45) Certain exceptions to minimum setbacks are provided in subsection (d) below.
- (b) *Where to find minimum setback dimensions.* Minimum setback dimensions are specified as follows:
 - (1) *For principal buildings:*
 - a. For all conventional zoning districts, see Table 34-3.
 - b. For redevelopment zoning districts, as described for the individual districts in division 5 of this article.
 - c. For RPD districts, see § 34-943 of this chapter.
 - d. For CPD districts, see § 34-953 of this chapter.
 - (2) *For accessory buildings,* see §§ 34-1174—34-1176 of this chapter.
- (c) *Additional wetlands buffers.* New development must maintain a 75-foot separation between wetlands and buildings or other impervious surfaces, in accordance with Policy 4-C-12 of the Fort Myers Beach Comprehensive Plan.
 - (1) This requirement does not apply to lawfully existing subdivided lots.
 - (2) This requirement also does not apply to a previously approved development order to the extent it cannot reasonably be modified to comply with this requirement (see ch. 15 of the Fort Myers Beach Comprehensive Plan for details).
- (d) *Exceptions to setbacks and dimensions.* In addition to the following general exceptions to minimum setbacks, commercial buildings that are subject to the commercial design standards may encroach into certain setbacks as provided in §§ 34-991—34-1010 of this chapter.
 - (1) *Exceptions to all setbacks.*
 - a. *Administrative setback variances.* Under certain limited circumstances, administrative variances can be granted to minimum setbacks as provided in § 34-268 of this chapter.
 - b. *Overhangs.* An overhang which is part of a building may be permitted to encroach into any setback as long as the overhang does not extend more than three feet into the setback and does not permit any balcony, porch, or living space located above the overhang to extend into the setback.
 - c. *Shutters.* A shutter which is attached to a building may be permitted to encroach one foot into the setbacks.

- d. *Awnings and canopies.*
 - 1. Awnings and canopies which are attached to a building may be permitted to encroach three feet into the setbacks, as long as their location does not interfere with traffic, ingress and egress, or life safety equipment.
 - 2. For purposes of this section, awnings and canopies may be attached to a nonconforming building and shall not be considered an extension or enlargement of a nonconformity, as long as the building is properly zoned for its use and the conditions as set forth in this section are met.
 - e. *Essential services.* Essential services and essential service equipment shall not be required to meet the minimum setbacks for the district wherein located (see § 34-1617 of this chapter).
 - f. *Two-family dwelling units.* If a two-family dwelling unit is on a lot of sufficient size to allow it to be subdivided into a separate lot under each dwelling unit (see Table 34-3), the side setback regulations in this section shall not be interpreted to forbid such subdivision. Existing two-family buildings that are being subdivided must be separated by not less than one-hour fire resistance.
 - g. *Mechanical equipment.* Mechanical equipment such as air conditioners, generators, service panels, meters, and pool equipment, associated with new homes, may encroach up to three feet into rear and waterbody primary structure setbacks but must meet the same street and side setbacks as the building it serves. ~~These requirements apply to new buildings and to new mechanical equipment but will not apply to replacement of mechanical equipment on existing buildings if the equipment was installed in conformance with prior regulations.~~
 - 1. On lots where the side setbacks are not equal on both sides, mechanical equipment may not be placed on the side of the house with the smaller setback unless the smaller setback is 20 feet wide or more.
 - 2. For existing homes, mechanical equipment may be replaced or elevated in the original location it was installed, in conformance with prior regulations.
 - 3. New, elevated, mechanical equipment, for existing homes, may be located or relocated into the side or side street setback. The equipment may encroach no more than three (3) feet or the encroachment of the existing equipment, whichever is greater. An access ladder may be installed which encroaches no more than 3 feet into the side yard or side street setback and is removable or movable.
- (2) *Exceptions to street setbacks.* Certain structures are exempt from the street setback requirements as follows. See also § 34-1174 of this chapter.
- a. *Build-to lines.* Some zoning districts do not have any street setback requirements but instead have build-to lines, as described in § 34-662 of this chapter. Awnings, canopies, balconies, bay windows, porches, stoops, arcades, and colonnades may extend forward of the build-to line provided that they comply with the commercial design standards (see § 34-995(e) of this chapter).
 - b. *Porches, balconies and stoops.* Porches, balconies and stoops may encroach into the street setback extend up to ten feet or half the width of the street setback, whichever is less, into the 25-foot street setback on the first living level of residential buildings, provided that:
 - 1. Any walls, screened areas, or railings in the setback zone extend no higher than 42 inches above the floor of the porch, balcony or stoop; and
 - 2. ~~No portion of a porch or balcony and no walls or screened areas may be closer than ten feet to the edge of any street right-of-way or street easement.~~
 - 3. Porches, balconies and stoops, which extend into the front street setback, may not exceed 35 feet in width.

- c. *Mail and newspaper delivery boxes.* Mail and newspaper delivery boxes may be placed in accordance with U.S. Postal Service regulations; however, the support for a mail or newspaper delivery box must be of a suitable breakaway or yielding design, and any mail or newspaper delivery box placed in an unsafe or hazardous location can be removed by the government agency with jurisdiction over the right-of-way at the property owner's expense.
 - d. *Bus shelters, bus stop benches and bicycle racks.* Bus shelters, bus stop benches, and bicycle racks may be located in any district without regard for minimum setbacks, provided the location of the structure is approved by the town manager. No advertising is permitted on bus stop benches.
 - e. *Telephone booths.* Telephone booths and pay telephone stations may be located in any zoning district that permits multifamily or commercial uses without regard for minimum setbacks; provided that the location shall be approved by the director.
- (3) *Waterbody setbacks.*
- a. *Gulf of Mexico.* Except as provided in this section or elsewhere in this code, no building or structure shall be placed closer to the Gulf of Mexico than set forth in ch. 6, articles III and IV of this LDC, or 50 feet from mean high-water, whichever is the most restrictive. See also special regulations for the EC zoning district in § 34-652 of this chapter and the coastal zone restrictions in § 34-1575 of this chapter.
 - b. *Other bodies of water.* Except as provided in this section or elsewhere in this chapter, no building or structure shall be placed closer than 25 feet to a property line adjacent to a canal, bay, or other waterbody. For purposes of measuring setbacks from a canal, bay, or other body of water, the following will also be used:
 - 1. If the body of water is subject to tidal changes, the setback will be measured from the mean high-water line.
 - 2. If the body of water is not subject to tidal changes, the setback will be measured from the control elevation of the body of water if known, or from the ordinary high-water line if unknown.
 - 3. In addition to the property line setback, if the property has a seawall, a minimum setback of five feet will be measured from the seaward side of the seawall, not including the seawall cap.
 - 4. If property lines encroach into the waterbody, then no more than five feet shall be applied to the setback measurement.
 - 5. If plats or legal descriptions of property reference water bodies as boundaries, the mean high-water line shall be utilized, unless otherwise stated in those legal descriptions or survey.
 - c. *Exceptions for certain accessory structures.* Certain accessory buildings and structures may be permitted closer to a body of water as follows:
 - 1. *Fences and walls.* See division 17 of this article.
 - 2. *Shoreline structures.* See § 34-1863 and ch. 26 of this LDC.
 - 3. *Nonroofed structures.* Swimming pools, tennis courts, patios, decks, and other nonroofed accessory structures or facilities which are not enclosed, except by fence, or which are enclosed on at least three sides with open-mesh screening from a height of 3½ feet above grade to the top of the enclosure, shall be permitted up to but not closer than:
 - (i) Five feet from a seawalled canal or seawalled natural body of water;
 - (ii) Ten feet from a nonseawalled artificial body of water; or
 - (iii) Twenty-five feet from a nonseawalled natural body of water;

whichever is greater. Enclosures with any two or more sides enclosed by opaque material shall be required to comply with the setbacks set forth in subsections (d)(3)a. and (d)(3)b. of this section.

4. *Roofed structures.*

- (i) Accessory structures with roofs intended to be impervious to weather and which are structurally built as part of the principal structure shall be required to comply with the setbacks set forth in subsections (a) and (b) of this section.
- (ii) Accessory structures with roofs intended to be impervious to weather and which are not structurally built as part of the principal structure may be permitted up to but not closer than 25 feet to a natural body of water, and ten feet to an artificial body of water.

(4) *Exceptions for certain nonconforming lots.*

- a. Certain nonconforming mobile home lots in the village zoning district are subject to the modified side and rear setback requirements that are found in § 34-694 of this chapter.
- b. Certain nonconforming commercial lots are subject to the modified side and rear setback requirements that are found in § 34-3277 of this chapter.

(5) *Additional street setbacks for single-family and two-family homes exceeding 65 feet in width in the RS, RC and RM zoning district.*

- a. Single-family and two-family homes exceeding 65 feet in width, shall have additional street setback requirements.
 - 1. No more than 65 feet of the structure may be constructed between the street setback line (25 feet from right-of-way property line) and 37 feet from the street property line. Any portion of the structure exceeding 65 feet in width shall be set back an additional 12 feet (37 feet from the right-of-way property line).
 - (i) For corner lots, the additional 12-foot setback requirement applies to the front street setback.
 - (ii) For corner lots, the additional setback may be reduced for the side street setback. The side street additional setback shall apply to the length of the home, exceeding 65 feet, that fronts on the side street. The additional setback from the side street shall be based on the width of the lot from the side street property line to the opposite side property line.
 - Properties 50 feet or less in width shall have an additional setback of 3 feet.
 - Properties greater than 50 feet in width to 85 feet in width shall have an additional setback of 6 feet.
 - Properties greater than 85 feet in width shall have an additional setback of 12 feet.
 - 2. No more than 80 percent of the portion of the structure between the street setback line (25 feet from right-of-way property line) and 37 feet from the street property line may be taller than one story above flood elevation. Any portion of the building behind the 37-foot front setback may be built to the maximum buildable height for that zoning district.
 - 3. The 65 feet of building between the 25-foot street setback and 37 feet from the street property line, must be constructed as at least two separate projections. The front façade may not be a continuous wall without setback changes. See Figure 34-2.

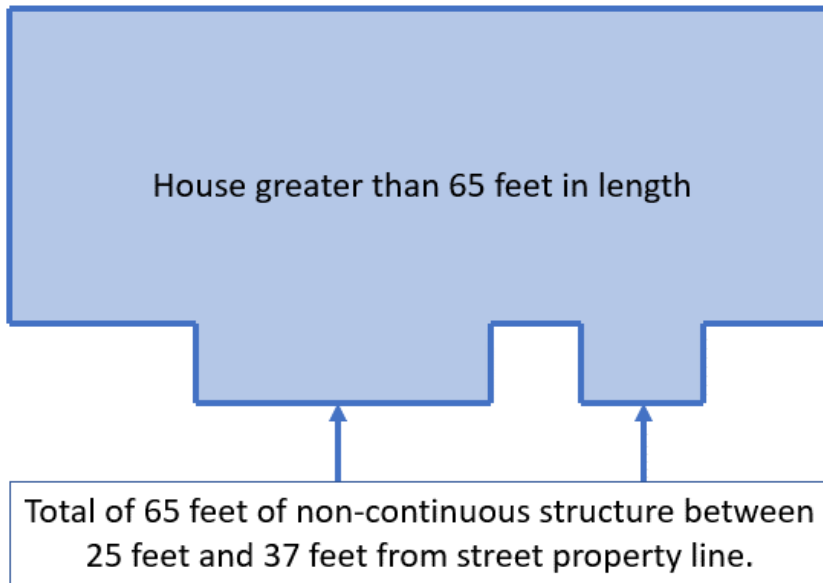


Figure 34-2

- b. *Exemption from additional setbacks for open ground level.* A residential structure greater than 65 feet in width will be exempt from the additional front and side setback requirements found in § 34-638(d)(5), if the ground-level enclosed or screened area is limited to no more than 30 feet in width, as viewed from the ROW. The enclosed area may extend the full depth of the house but limited in width to 30 feet.
- (6) *Side-setback requirement for single-family and two-family homes in the RS, RC and RM zoning districts.*
 - a. ~~Single-family and two-family homes must provide side setbacks equal to 15 percent of the lot width, but not less than 7.5 feet, on each side.~~
 - 1. ~~Lot width is measured from the property line adjacent to the right-of-way. Where the property is a corner lot, the front will be the side of the property that is deemed the front based on the setbacks (in relation to where the front setback, rear setback, and side setbacks are applied).~~
 - 2. ~~The cumulative total of the side setbacks shall be 30 percent of the parcel width, however, the setbacks do not have to be equal on both sides. No side setback shall be less than ten percent of the parcel width or a minimum of 7.5 feet, whichever is greater.~~
 - (i) ~~Mechanical equipment may not be located on the side of the house with a smaller setback unless the smaller setback is 20 feet wide or more.~~
 - 3. ~~The setback measurement shall be rounded to the nearest half-foot.~~
- (6) Corner Lot Street Setbacks. Corner lots, as defined in 34-2, shall have two street setbacks which may vary depending on lot width. a standard side setback and a standard rear setback shall apply, as defined in Table 34-3 – Dimensional Regulations in Conventional Zoning Districts.
 - a. Front Street Setback - for single-family and two-family homes in the RS, RC and RM zoning districts will be 25 feet. Any corner lot on Estero Boulevard, must treat the Estero Boulevard frontage as the front street setback. Any corner lot not on Estero Boulevard may choose the front and side street which best allows development of the property and meets all other code requirements. The rear setback shall be opposite of the front street setback

b. Side Street Setback - for single-family and two-family homes in the RS, RC and RM zoning districts.

The side street setback will vary between 10 feet and 25 feet depending on the width of the lot, measured from the side street property line and the side property line (opposite from the side street property line).

1. Properties that measure 50 feet or less shall have a 10-foot side street setback.
 - (i) Proposed layout must indicate how parked cars will be maintained out of the right of way, if this is where the property will be accessed.
2. Properties that measure greater than 50 feet up to 60 feet shall have a 15-foot side street setback.
 - (i) Proposed layout must indicate how parked cars will be maintained out of the right of way, if this is where the property will be accessed.
3. Properties that measure greater than 60 feet up to 75 feet shall have a 20-foot side street setback.
4. Properties that are greater than 75 feet shall have a 25-foot side street setback.

([Ord. No. 20-08](#), § 2, 4-6-2020; Ord. No. [20-19](#), § 4, 1-19-2021; Ord. No. [22-01](#), § 2, 2-7-2022)

Table 34-3— Dimensional Regulations in Conventional Zoning Districts														
	street	side - waterfront lot	side - non-waterfront	rear	water body (1)	Gulf of Mexico (2)	area	width	depth	ratio	percentage		feet	stories
ZONING DISTRICT	Setbacks (see § 34-638 for explanations and exceptions)									Lot size (see § 34-637 for explanations and exceptions)	F.A.R §34-633	Building Coverage § 34-634	Density § 34-632	Height (see § 34-631)
<i>RS Residential Single-family</i>	25(9)	15% of lot width <u>7.5 or 10</u> (8) (9)/(10)	15% of lot width <u>7.5 or 10</u> (8) (9)/(10)	20	25	50	7,500	75	100	-	40%		(3), (4)	30 3
<i>RC Residential Conservation</i>	25(9)	15% of lot <u>7.5 or 10</u> (10) width (10)	15% of lot <u>7.5 or 10</u> (10) width (10)	20	25	50	4,000	45	80	-	40%		(3), (4), (5)	30 3

<i>RM Residential Multifamily</i>	25(9)	20 (6) (10)	20 (6)	20	25	50	7,500	75	100	1.2	-/	(3), (4), (5)	35	3
<i>CR Commercial Resort</i>	10	20	15	20	25	50	20,000	100	100	1.2	-	(3)	30	3
<i>CM Commercial Marina</i>	20	20	20	20	0	50	20,000	100	100	1.0	-	-	35	3
<i>CO Commercial Office</i>	10	10	7	20	25	50	7,500	75	100	1.2	-	(3), (4), (5)	30	3
<i>Santos</i>	10	7	5	20	25	50	5,000	50	100	0.6	-	(3), (4), (5)	25	3
<i>IN Institutional</i>	20	10	7	20	25	50	7,500	75	100	0.8	-	(3)	35	3
<i>CF Community Facilities</i>	20	15	10	20	25	50	N/A	N/A	N/A	0.1	-	(3)	35	3
<i>BB Bay Beach</i>	— see § 34-651(b) —													

<i>EC Environmentally Critical</i>	20	25	-	25	20	50	(7)	N/A	N/A	0.01	-	(3), (7)	25	2
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Note (1): An additional wetland buffer is required for new development; see § 34-638(c). Note (2): See § 34-638(d)(3)a.

Note (3): Maximum densities are established by the Fort Myers Beach Comprehensive Plan; see Section 34-632

Note (4): Accessory apartments are allowed in owner-occupied homes under certain conditions; see Section 34-1178.

Note (5): A second dwelling unit or accessory apartment may be allowed on larger lots; for details, see Section 34-632, 34-1177, and 34-1178

Note (6): Single-family and two-family homes in the RM zoning district must maintain ~~a side setback of 15% of the lot width, but not less than~~ a 7.5-foot side setback for lots up to 75 feet and 10 feet for lots wider than 75 feet.

Note (7): See Section 34-652(e)(3).

~~Note (8): For all RS lots fronting on Matanzas Street and Matanzas Court, all side setbacks shall be at least 10 feet.~~

Note (9): Maximum 65 feet of house may be built to the 25-foot front setback. Any house frontage exceeding 65 feet in length shall ~~be built 37 feet from the front~~ be subject to additional setbacks from the street property line. See Section 34-638(d)(5)a.

Note (10): ~~Each side setbacks shall be 15% of the lot width, but not less than 7.5 feet.~~ Each side setback shall be 7.5 feet for lots 75 feet or less wide and 10 feet for lots wider than 75 feet.

1. **Requested Motion:**

Meeting Date: February 6, 2023

First reading and Public Hearing of proposed Ordinance 23-03 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 34, ARTICLE V., DIVISION 4, SECTIONS 34-3273 GENERAL REQUIREMENTS FOR RESIDENTIAL USES ON NONCONFORMING LOTS, SECTION 34-3274 MINIMUM USE DETERMINATIONS, AND CHAPTER 34, ARTICLE II., DIVISION 6, SECTION 34-268 ADMINISTRATIVE SETBACK VARIANCES; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open first public hearing and schedule for second reading and final adoption Tuesday, February 21, 2023 at 9:00 a.m.

Why the action is necessary:

An ordinance must be read at two public hearings for adoption.

What the action accomplishes:

These code changes will allow the owners of small, nonconforming lots to be allowed to rebuild and in some instances receive an administrative variance.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

5. **Background:**

As the Town begins to rebuild from Hurricane Ian, some properties have been identified as potentially unbuildable due to the size and arrangement of the lot. The LPA asked staff to address these issues to ensure that these very small "cottage lots" are able to be rebuilt. These "cottage lots" are typically almost square and between 40 and 55 feet wide and long.

There are two sections of the code that impact the ability to build on the "cottage lots": Sec. 34-3273 General requirements for residential uses on nonconforming lots, and Sec. 34-3274 Minimum use determinations. There is one code section that would allow administrative variances for very small lots: Sec, 34-268 Administrative setback variances. By making minor changes to each of these code sections, owners of these "cottage lots" will be able to rebuild a home on these nonconforming lots.

Attachments:

1. 23-03, Non Conforming Lots
2. Exhibit A-C
3. Exhibit B-C
4. Staff Report

Financial Impact:

unknown

6. **Alternative Action**

Recommend changes and schedule a second hearing date for Ordinance 23-03.

7. **Management Recommendations:**

Schedule a second hearing for Ordinance 23-03.

8. **Recommended Approval:**

Sarah Propst, Planning & Zoning

Steve Poposki, Community Development Director

John R Herin Jr, Town Attorney

Amy Baker, Town Clerk

Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023

Approved - 1/30/2023

Approved - 1/31/2023

Approved - 2/1/2023

Final Approval - 2/2/2023

ORDINANCE NO. 23-03

**AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA
AMENDING CHAPTER 34, ARTICLE V., DIVISION 4, SECTIONS 34-3273
GENERAL REQUIREMENTS FOR RESIDENTIAL USES ON
NONCONFORMING LOTS, SECTION 34-3274 MINIMUM USE
DETERMINATIONS, AND CHAPTER 34, ARTICLE II., DIVISION 6,
SECTION 34-268 ADMINISTRATIVE SETBACK VARIANCES;
PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S
ERRORS; CONFLICTS OF LAW AND AN EFFECTIVE DATE.**

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town recognizes that redevelopment of the Town, following hurricane Ian requires evaluation and updates to the Land Development Code; and

WHEREAS, the Town Council desires updates to the Fort Myers Beach Land Development Code to clarify, improve and create consistency among sections; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on January 18, 2023, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 7-0, to recommend approval of the requested amendment to Chapter 34., Section 34-3273, Section 34-3274 and Section 34-268; and

WHEREAS, on February 6, 2023, the Town Council held a first reading of this proposed Ordinance; and

WHEREAS, on February 21, 2023, the Town Council held a second reading of this proposed Ordinance.

NOW THEREFORE IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH, FLORIDA:

Section 1. The above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. Chapter 34, Article V., Division 4, Sections 34-3273 General Requirements

for Residential Uses on Nonconforming Lots, Section 34-3274 Minimum Use Determinations, and Chapter 34, Article II., Division 6, Section 34-268 Administrative Setback Variances is hereby amended to read as found in **attached Exhibit A** – Amended Residential Uses and Minimum Use and **attached Exhibit B** – Amended Administrative Setback Variances:

Section 3. The Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

Section 4. Whenever the requirements or provisions of this ordinance conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

Section 5. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the ordinance, or any part thereof, other than the part so declared.

Section 6. This ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the Town Council upon a motion by Councilmember ____ and seconded by ____ and upon being put to a roll call vote, the result was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Bill Veach, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this ____ day of _____, 2023, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

Exhibit A – Amended Residential Uses and Minimum Use

Sec. 34-3273. - General requirements for residential uses on nonconforming lots.

Nonconforming lots may be developed subject to the following provisions:

- (1) All other regulations of this chapter shall be met, except as modified by this division.
- (2) A residential building may be placed on a single nonconforming lot provided the lot receives an affirmative minimum use determination per Sec. 34-3274 or ~~has at least 40 feet in width, 75 feet in depth.~~
- (3) Any development on nonconforming lots must comply with all density restrictions of the Fort Myers Beach Comprehensive Plan.
 - a. Density computations shall be in accordance with § 34-632 of this chapter.
 - b. If density computations do not allow even one dwelling unit on a nonconforming lot, one single-family residence may still be permitted if a minimum-use determination is obtained in accordance with § 34-3274, below.
- (4) No division of any nonconforming lot may be permitted which creates a lot with width, depth, or area below the minimum requirements stated in this chapter, except for combinations and redivisions in accordance with § 34-3275 of this chapter.
- (5) The burden of proof for demonstrating that a lot is a nonconforming lot in accordance with this division, and lawfully existed at the specified date, shall be with the owner.
- (6) The remaining lot after condemnation shall be treated in accordance with § 34-3206 of this chapter.

Sec. 34-3274. - Minimum use determinations.

- (a) A single-family residence may be constructed on a nonconforming lot which does not comply with the density requirements of the Fort Myers Beach Comprehensive Plan, provided the owner receives a favorable administrative interpretation of the single-family residence provision (also known as a minimum use determination) in accordance with ch. 15 of the Fort Myers Beach Comprehensive Plan, and the criteria included in subsection 34-3274(b). Density created through this process may not be transferred to any other property.
- (b) To qualify for a minimum use determination, the following additional requirements must be met:
 - (1) *Minimum lot requirements:*
 - a. The property is a legally platted, recorded lot; and
 - b. The property has ~~direct access to a developed, public right-of-way~~ by an approved access easement; and
 - c. The property has access to and will be connected to utilities; and
 - d. The lot is located within a future land use and zoning district that permits construction of a single-family residence.
 - (2) *Unplatted lot (a lot that is described in metes and bounds only and does not exist as part of a recorded subdivision) requirements:*

Exhibit A – Amended Residential Uses and Minimum Use

- a. The owner of any unplatted lot must provide evidence of the lot's existence prior to town incorporation, (January 1, 1996), and the lot's current legal description must match the lot's legal description prior to incorporation; and
 - b. The property has ~~direct~~ access to a developed, public right-of-way by an approved access easement ; and
 - c. The property has access to and will be connected to utilities.
- (c) Lots qualifying for a minimum use determination may not place the home, accessory structures, or driveways on any land in the "wetlands" or "recreation" category on the future land use map of the comprehensive plan.
- (d) The rights granted by a minimum use determination run with the lot and are available to any subsequent owner if the lot is transferred in its entirety.
- (e) Applications for a minimum use determination shall be filed with the town clerk in accordance with ch. 15 of the comprehensive plan. Complete applications will be reviewed by the legal counsel for the local planning agency (see § 34-124(3) of this chapter) and may be referred to the local planning agency for a decision (see § 34-120(6) of this chapter).

Exhibit B – Amended Administrative Setback Variances

Sec. 34-268. - Administrative setback variances.

- (a) Upon written request using a form prepared by the director, the director is authorized to modify the setbacks in §§ 34-638, 34-1174—34-1176, and 34-1744 of this chapter under the following circumstances:
- (1) Street, rear, side, or waterbody setbacks may be modified to permit the remodeling of or additions to existing structures that are nonconforming with regard to a specific setback so long as the remodeling or addition will not result in:
 - a. An increase in the height of the structure; or
 - b. A further diminution of the setback. The director may approve bay windows, chimneys, and similar architectural features that may encroach further into the setback provided the encroachment does not protrude beyond the existing overhang of the building.
 - (2) Street, rear, side, or waterbody setbacks may be modified to permit the construction of a handicapped access appurtenant to any existing structure.
 - (3) Street, rear, side, or waterbody setbacks may be modified to allow the replacement of stairs or decking that provides access into an existing dwelling unit.
 - (4) Street, rear, side, or waterbody setbacks may be modified to legitimize minor errors, not exceeding 1 foot, in setbacks at the time of construction.
 - (5) Street, rear, or side setbacks may be modified for a residential lot with an unusual shape or orientation where, for instance, side and rear setbacks should be reversed.
 - (6) Buildings or structures that are not in compliance with current setback regulations and which can be proven to have been permitted may also be reviewed by the director for consideration under this section.
 - (7) Requirements for large satellite dishes may be modified as provided in § 34-1175(a)(6) of this chapter.
 - (8) ~~Certain n~~Nonconforming lots that receive an affirmative Minimum Use Determination (see § 34-32743) may qualify for an administrative setback variance.
- (b) The director, prior to approving the modifications, must make the following findings of fact:
- (1) There are no apparent deleterious effects upon the adjoining property owners; and
 - (2) The modifications will not have an adverse impact on the public health, safety and welfare including safe access to the subject property or properties which utilize a common access easement; and
 - (3) The modifications will be the minimum required to allow a home with a footprint of the same square footage as was previously legally constructed on

Exhibit B – Amended Administrative Setback Variances

that property and one story in height, above flood elevation, with no enclosure below base flood elevation.

(4) Modified setbacks may not be less than 5 feet except in instances where homes share a common wall, such as a duplex or townhome.

(5) Modified setbacks may not be encroached by mechanical equipment or structures.

(c) Decisions by the director pursuant to this section are discretionary and may not be appealed in accordance with § 34-86 of this chapter.



**Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT**

To: Town Council
From: Sarah Propst, Community Development
Date: February 6, 2023
Re: Minimum Use, Nonconforming Lots and Administrative Variances

BACKGROUND

As the Town begins to rebuild from Hurricane Ian, some properties have been identified as potentially unbuildable due to the size and arrangement of the lot. The LPA asked staff to address these issues to ensure that these very small “cottage lots” are able to be rebuilt. These “cottage lots” are typically almost square and between 40 and 55 feet wide and long.

There are two sections of the code that impact the ability to build on the “cottage lots”: Sec. 34-3273 General requirements for residential uses on nonconforming lots, and Sec. 34-3274 Minimum use determinations. There is one code section that would allow administrative variances for very small lots: Sec. 34-268 Administrative setback variances. By making minor changes to each of these code sections, owners of these “cottage lots” will be able to rebuild a home on these nonconforming lots.

PROPOSED SOLUTION

The code sections 34-3273 and 34-3274 include provisions that would make certain previously developed lots, unbuildable. These include requirements for lots to be at least 75 feet deep and to have direct access to a right of way. The proposed language, attached as Exhibit A, replaces these requirements with other requirements that address the issue which was resolved by the existing language.

The code section 34-268 addresses the ability to administratively approve a variance request. Under paragraph a, the numbered items identified the allowed administrative variances, including stairs to encroach, construction of ramps for accessibility and approval of minor construction errors. Proposed modifications to this section include limiting construction error administrative variances to one foot.



Under paragraph b. is the list of findings that must be made for the administrative variance to be approved. Modifications to this section include a variety of limitations to ensure that that administrative variances are used in very strict circumstances, similar to the “cottage lots” being rebuilt and not in instances where a full variance is appropriate.

The proposed language would limit the administratively approvable house to the square footage of the previously approved and constructed building footprint. Administrative variances could only be approved for a single story over flood elevation and there could be no enclosure below flood elevation. The minimum structure setback would be five feet and the design of the lot would have to include the necessary access easements for the subject property and any properties that would be accessed through that property.

Summary

At the January 18th LPA hearing, the LPA recommended approval to Town Council for Sections 34-3273 and 34-3274, Exhibit A. Since that hearing, one modification has been made to Exhibit A. The previous version required access by an “improved access easement”, after considering the existing definitions, staff is recommending an “approved access easement”. This will require coordination with the Fire Department and Public Works to determine the appropriate access type.

At the LPA hearing, the LPA recommended approval to Town Council for Section 34-268, Exhibit B, with a change to the allowable building size. The previous staff version included a limit of 1,000 square foot, building footprint. The LPA recommended that this be changed to allow the size of the home that was previously constructed on the property.

ATTACHMENTS

Exhibit A – Sections 34-3273 and 34-3274 with amendments

Exhibit B – Section 34-268 with amendments

1. **Requested Motion:**

Meeting Date: February 6, 2023

Authorize the Town Manager to execute a first amendment to the existing contract with Coastal Maintenance and Restoration to include the emergency dry out services for Bay Oaks Recreation Center.

Why the action is necessary:

All services over \$25,000 must be approved by the Town Council.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Emergency dry out services were requested by this vendor on November 11, 2022 to expedite the use of the Bay Oaks Recreation Center as a temporary Town Hall.

Attachments:

1. Coastal contract
2. coastal invoice
3. First Amendment to Agreement with Coastal Maintenance & Restoration

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Approve contract

8. **Recommended Approval:**

Alison Giesen, Director of Cultural, Parks & Recreation
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/31/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 2/2/2023

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this 1st day of October 2022, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and Coastal Maintenance and Restoration with an address of 1925 Trade Center Way, Suite 2 Naples FL 34109 (hereafter "Provider").

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

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. Term. The term of this Agreement is commencing on October 1, 2022 and terminating on September 30, 2023.
3. Payment Obligation. The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. Provider's Obligations. The Provider's obligations include, but are not limited to, the following:
 - a) Licensure. The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.
 - c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials

furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

- d) Indemnity and Hold Harmless. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement.
 - e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A".
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall 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 Contract's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract. If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
 - e. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. Prohibition Against Contracting with Scrutinized Companies. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

16. Miscellaneous Provisions.

- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
- b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: _____
TOWN MANAGER

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: Coastal Maintenance and Restoration

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of witness

Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 1st day of October, 2022
BETWEEN THE TOWN AND Coastal Maintenance and Restoration PROVIDER.

1. **SCOPE OF SERVICES:** The Provider will perform the following services under this Agreement:

Dry out system and equipment for the Bay Oaks Recreation Center to expedite repairs for a temporary Town Hall.

5000 CFM Desiccant Dehumidifier (Estimated Time Usage 1 Week)

• 150 KW Diesel Generator • 200 Amp Spider Box Feeder

• 480V to 208V Transformer

• 4 spider boxes

• (8) 50' Spider box Cable

• (2) 50' #2 Wire • DH Return 20" Diameter

• Lay flat Ductwork

• 10 LGR Dehumidifiers

• 20 Air Movers.

• Remove damage act ceiling for access

• Water Extraction Equipment and Labor (2 days)

• Equipment Monitoring

• Install Temp Barricade at breached exterior roll up door

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 1st day of October, 2022,
BETWEEN THE TOWN AND Coastal Maintenance and Restoration PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":

Attachment 1

2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

N/A

EXHIBIT "C"

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
- c) Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- d) Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																
		DBE?	Y	N																	
		MBE?	Y	N																	
		WBE?	Y	N																	
		SDB 8A?	Y	N																	
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT																
					PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:					DATE																

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



Hurricane Restoration Rates

Restoration work will be billed at the following rates:

- Senior Project Manager - \$150.00 regular time plus \$75.00 overtime
- Project Manager - \$105.00 regular time plus \$52.50 overtime
- Supervisor - \$95.00 regular time plus \$47.50 overtime
- Roofer – \$85.00 regular time plus \$42.50 overtime
- Drywall Hanger/Finisher - \$67.00 regular time plus \$33.50 overtime
- Painter - \$62.50 regular time plus \$31.25 overtime
- Trim Carpenter - \$85.00 regular time plus \$42.40 overtime
- Tile Installer - \$85.00 regular time plus \$42.50 overtime
- General Mechanic - \$62.50 regular time plus \$31.25 overtime
- Demo Mechanic - \$62.50 regular time plus \$31.25 overtime
- On Site Administrator - \$62.50 regular time plus \$31.25 overtime
- Billing Administrator - \$62.50 regular time plus \$31.25 overtime
- Dehumidifiers - \$125.00 per day
- Air Movers - \$35.00 per day
- Air Scrubbers - \$175.00 per day
- Generator Rental - \$100.00 per day
- Roof Shrink Wrapping - \$5.50 per sq foot

All work to be performed according to ASTM guidelines.

Coastal Maintenance & Restoration, Inc.

John Eastman
Managing Partner

COASTAL MAINTENANCE & RESTORATION
CGC1530343 CCC1330558
1925 Trade Center Way Suite 2 - Naples, FL 34109.
O – 239-260-1833 F – 239-598-3097

INVOICE - 2234-11212022



21 November 2022

PAYMENT DUE BY: Upon Receipt

\$46,500.00

Coastal Maintenance & Restoration, Inc.
1925 Trade Center Way
Naples, FL 34109
Attn: John Eastman

Bay Oaks Community
2731 Oak Street
Fort Myers, FL 33931
Job: Bay Oaks Community Restoration
2731 Oak Street
Fort Myers, FL 33931

Date	Details	Total
11.21.2022	EMERGENCY Dry Out of Bay Oaks Community Center from Hurricane Irma Cleanup Efforts	
	• 5000 CFM Desiccant Dehumidifier (November 14-19)	\$ 13,720.00
	• 200 KW Diesel Generator (November 14-19) incl setup	\$ 4,500.00
	Fuel for Generator 150 gallons @ \$7.70	1,155.00
	• 200 Amp Spider Box Feeder (November 14-19)	450.00
	• 480V to 208V Transformer (November 14-19)	830.00
	• 4 spider boxes (\$80.00 per day, November 14-19)	1,600.00
	• (8) 50' Spider box Cable (\$36.00 per day, November 14-19)	1,440.00
	Delivery and Pickup Charges for Machines \$500.00 each	1,000.00
	• (2) 50' #2 Wire	250.00
	• (4) DH Return 20" Diameter (\$35.00 per day, November 14-19)	700.00
	• Lay flat Ductwork (2 rolls @ 651.50 ea)	1,303.00
	• 10 LGR Dehumidifiers (\$125.00 per day, November 14-19)	6,250.00
	• 20 Air Movers (\$35.00 per day, November 14-19)	3,500.00
	• Remove damage act ceiling (4 mechanics @ \$62.50 per hour 5 hrs)	1,250.00
	Setup Charges for Equipment Package (4 techs @ 62.5 per hour 5 hours)	2,500.00
	Superintendent for Setup and Breakdown (\$85.00 per hour 16 hours)	2,720.00
	• Equipment Monitoring (Tech. 2 hrs per day, 5 days, 75.00 per hour)	750.00
	Forklift for Delivery and Setup (2x300)	600.00
	(30) Extension Cords @ 3.00 per day, 5 days	450.00
	Labor and Materials to Build Temp door barricade @ breached rollup door (93.75 per hour, 5 hours, 2 mechanics, 594.50 materials, OT Rate)	1,532.00
Total Due This Invoice		\$46,500.00
	Previous Invoices	-
	Project Total	\$46,500.00

PAYMENT DETAILS

Coastal Maintenance & Restoration, Inc.
1925 Trade Center Way
Naples, FL 34109

OTHER INFORMATION

Phone: 239-260-1833
Facsimile: 239-598-3097
www.builtbycoastal.com

Payment Reference: Invoice 2271-102222

PAYMENT SHOULD BE MADE BY BANK TRANSFER OR CHECK MADE PAYABLE TO COASTAL MAINTENANCE & RESTORATION, INC..

FIRST AMENDMENT TO AGREEMENT BETWEEN

TOWN OF FORT MYERS BEACH

AND

COASTAL MAINTENANCE AND RESTORATION, INC.

THIS FIRST AMENDMENT TO AGREEMENT (“First Amendment”) made and entered into this ____ day of February, 2023 by and between the Town of Fort Myers Beach (“Town”), and Coastal Maintenance and Restoration, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, On September 28, 2022, Hurricane Ian made landfall in Southwest Florida causing catastrophic widespread damage to the Town of Fort Myers Beach (“Town”). In anticipation of the catastrophic impacts of Hurricane Ian on the State of Florida, Governor DeSantis issued Executive Order 22-218 (as amended by Executive Order 22-219) declaring a state of emergency in numerous Florida counties including Lee County and waiving the procedures and formalities otherwise required of the Town by law pertaining to: (1) performance of public work and taking whatever prudent action necessary to ensure the health, safety, and welfare of the Town and its business owners and residents; (2) following Town’s procurement and contracting policies; and (3) entering into contracts.

WHEREAS, Town declared a state of local emergency, which it has extended in accordance with the requirements of Section 252.28(3)(a)5., Fla. Stat., and Sections 12-21 and 12-89 of the Code of Ordinances, Town of Fort Myers Beach, Florida, waiving the procedures and formalities otherwise required of Town by law pertaining to: (1) appropriating and expending funds; (2) make contracts; (3) incur obligations; (4) obtain and distribute equipment, materials, and supplies for emergency management purposes; (5) provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and

WHEREAS, on October 1, 2022, the Town and Contractor entered into an Agreement (“Agreement”) for Contractor to provide emergency stabilization services for all the historical buildings at the Town’s Mound House site, which includes the 1921 Arts and Crafts Style Structure (Main Museum), 1921 Garage (Offices and Public Restrooms), Underground Archaeological Museum, and Kayak Shed in response to damage to the structures from Hurricane Ian. A copy of the Agreement is attached as Exhibit “A” and made a part hereof by this reference; and

WHEREAS, the parties desire to amend the Agreement to include additional work in the Scope of Services attached as Exhibit “A” to the Agreement to include the buildings at the Town’s Bay Oaks campus.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Town and the Contractor agree to the following amendments to the Agreement as follows:¹

1. EXHIBIT “A” entitled “Scope of Professional Services”:

SCOPE OF SERVICES: The Provider will perform the following services under this Agreement:

Immediate stabilization services from Hurricane Ian (DR-4373FL) for all the historical buildings at the Mound House site which includes the 1921 Arts and Crafts Style Structure (Main Museum), 1921 Garage (Offices and Public Restrooms), Underground Archaeological Museum, and Kayak Shed; and buildings at the Bay Oaks campus.

These services include, but are not limited to:

- Shrink wrapping of roof on Main Museum and dry out systems for all structures.
- Replacement/repair of all roofs for buildings on the site-replacement of the cedar shake shingle roof on the main museum.
- Repair of 1921 garage roof, Tudor style roof (Museum Store) and kayak shed roof.
- Dry out system and equipment for the Bay Oaks Recreation Center to expedite repairs for a temporary Town Hall.

2. Remaining Provisions of the Agreement. All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town and Firm have executed this First Amendment this ____ day of February 2023.

CONTRACTOR:

TOWN OF FORT MYERS BEACH:

By: _____
Its: _____

Keith Wilkins, Interim Town Manager

ATTEST:

Amy Baker, Town Clerk

1/ Additions to existing text are shown by underline, and deletions are shown as ~~strikethrough~~.

142322255.2

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

John R. Herin, Jr., Town Attorney

1. **Requested Motion:**

Meeting Date: February 6, 2023

Accept the sole source proposal from Fine Art Conservation Studios Inc in the amount of \$119,223.55, for repairs to the historic structures at the Mound House damaged by Hurricane Ian and authorize the Town Manager (or designee) to negotiate the final price and contract terms for presentation and approval by the Town Council at a subsequent meeting.

Why the action is necessary:

Approval is necessary by the council for all purchases over \$25,000.

What the action accomplishes:

Allow a qualified vendor to repair damages caused by Hurricane Ian to the historic structures at the Mound House.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

International Fine Arts Studios Inc. (IFACS) was the sole source and approved vendor during Hurricane Irma and has conducted multiple preservation repairs to Mound House and Newton Beach Cottage. See attached Sole Source justification form.

Attachments:

1. IFACS - The Mound House Proposal - Spring 2023 - 1.20.2023
2. Sole source IFACS 2023
3. IFACS Resume
4. Tall Timbers Receives Preservation Award - Tall Timbers
5. International Fine Art Conservation Studios Inc. agreement

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Alison Giesen, Director of Cultural, Parks & Recreation
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/31/2023
Approved - 1/31/2023
Approved - 2/1/2023
Final Approval - 2/2/2023



International Fine Art Conservation Studios Inc.

HISTORIC CONSULTANTS

RESTORERS AND CONSERVATORS OF PAINTINGS, MURALS & HISTORIC DECORATION

P. O. Box 81509, ATLANTA, GEORGIA 30366

WWW.IFACS.NET

☎: 404-794-6142

EMAIL: IFACS@BELL SOUTH.NET

January 20th 2023

Federal ID# 56-1678718

Ms. Alison Giesen,
Director of Culture, Parks & Recreation
Town of Fort Myers Beach
The Mound House
451 Connecticut Street,
Fort Myers Beach, FL 33931

Dear Ms. Giesen,

**Re; Report and Cost Proposal for Post Hurricane
Ian Damage and Repairs at the Mound House.**



Further to our meeting at the Mound House on Thursday 17th November 2022, and our proposal dated December 2nd 2022, please find our report and cost proposal for the scope of work as scheduled below;

Overview.

On Thursday 17th November 2022, the writer attended site and inspected the Mound House with Ms. Alison Giesen, Director, Culture, Parks & Recreation, the Town of Fort Myers Beach. The purpose was to assess the damage to the building caused by Hurricane Ian on October 26th 2022 and to provide a cost proposal for all repairs to the damaged surfaces and structure to two of the historical buildings (The Mound House, a 1921 Arts and Crafts Style Structure and the 1921 Garage) located at 451 Connecticut Street, Fort Myers Beach, FL 33931.

All photographs included within this report were either taken on November 17th 2022 or later. They reflect the condition of the building

Recipient of The Art Commission of The City of New York "Excellence in Design" Award – 1995 & 1996

Recipient of the Kansas Preservation Alliance "Award for Excellence" - 2004

Recipient of the Salina Heritage Commission Design Award - 2004

Recipient of the Shutze Award for Craftsmanship - 2007

Recipient of "Building Champaign Parks" Award for Exceptional Work at the Virginia Theatre – 2013

SPLIA Preservation Award for the Apse Mural at the Old Whalers' Church, Sag Harbor, NY – 2016

Florida Trust for Historic Preservation - Outstanding Achievement Award for Flagler College – 2017

Florida Trust for Historic Preservation - Outstanding Achievement Award for Ca'd'Zan Pool Restoration – 2019

Florida Trust for Historic Preservation - Outstanding Achievement Award for the Dixie Mansion – 2020





January 20th 2023

Ms. Alison Giesen,

The Mound House, The Town of Fort Myers Beach
Re; Report and Cost Proposal for Post Hurricane Ian Damage
and Repairs at the Mound House.

A. Generally, the condition of the structure appears sound. The main damage was caused by hurricane force winds and the tidal surge. Several of the second floor porch screens were ripped apart from the wind, the roof sustained considerable damage and is scheduled for replacement. Currently the roof is effectively shrink wrapped to prevent ingress of rainwater prior to replacement. Some of the gutters and down pipes are missing and will have to be replaced.



B. As the building is constructed directly on a 2,000 year old historic shell mound, it is doubtful how solid the foundations are after the various alterations made over the years. It is possible there is just a concrete slab. The other concern is that shell mounds are quite fluid and there is often differential settlement due to the shells moving depending on sea levels, strong tides affecting the water table level and occasional hurricanes and storm surges, all which can move the structure 'floating' on top of the shells, however compacted they may be. Several settlement cracks in the surrounding concrete paving around the building show signs of past movement, and these have been repaired by IFACS during past visits necessitated by inclement weather, specifically Hurricane Irma back in 2017.



C. The storm surge reached the Mound House and Office/Garage building and flooded the ground floors of both buildings. The timber ground floors in the Mound House have buckled and will need to dry out prior to refinishing. During the refinishing preparation, the structural floor timbers will be inspected for any signs of damage, and if any is recorded, some replacement may be necessary to retain the structural integrity of the ground floors.





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Ms. Alison Giesen,
The Mound House, The Town of Fort Myers Beach
Re; Report and Cost Proposal for Post Hurricane Ian Damage
and Repairs at the Mound House.

D. The installed hurricane door and window protection, consisting of woven flexible material secured with Tapcon concrete screws installed into the brickwork adjoining the windows and doors, were effective in preventing damage, although several of the Tapcons were ripped from the walls, and the fabric was torn in several areas. The damaged fabric will have to be replaced and new chemical anchors installed to prevent future removal by hurricane force winds. The strength of the wind and rain coupled with salt water from the storm surge has damaged the timber windows and doors, causing substantial rusting to the fixtures, fittings, hardware and screens. Further inspection will be made prior to commencement of restoration work to ascertain the necessity to replace all or some of the screens, hardware etc., or whether they can be repaired and reused. The basic window and door carcasses and frames are sound but will need adjusting, repairing and repainting.





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Ms. Alison Giesen,
The Mound House, The Town of Fort Myers Beach
Re; Report and Cost Proposal for Post Hurricane Ian Damage
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E. The bead-board floors and ceilings on the second floor porch have been affected by the wind and rain blowing in from the roof and through the screens and will need substantial repairs and realignment as well as redecoration.





January 20th 2023

Ms. Alison Giesen,
The Mound House, The Town of Fort Myers Beach
Re; Report and Cost Proposal for Post Hurricane Ian Damage
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F. All repairs will comply with the US Department of Interior's Guidelines for the Rehabilitation of Historical Buildings in order to preserve the historical integrity and as much of the historic fabric as possible of these buildings that have been designated as historically significant and are listed in the National Register of Historic Places.

G. Scope of Work.

1. Exterior.

i Screens.

Screens on the 2nd floor porch area – several panels were blown out during the hurricane and need to be rescreened with Bronze screening as attached details. Some of the support and framing timbers need repair and/or replacing.



ii Gutters and Downpipes.

Replacement gutters and downpipes need to be sourced, purchased and reinstalled. (This may form part of the re-roofing project, depending on the roofing contractor's recommendations.)



iii Hurricane Screening.

Replace damaged and ripped screens (supplied by Client) and reinstall Tapcon anchors or similar chemical anchors and ensure all existing anchors are permanently secured within the brickwork.





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Ms. Alison Giesen,
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iv External Beadboard Ceilings and 2nd Floor
External Porch Floors.

Check all beadboard and floorboards for damage/splitting/warping/rot or loose boards and re-fix or replace as necessary. Check on structural and support timber and joists if soft spots or damage noted during replacement of boards and repair/reinforce/renew as necessary. Apply Boracare or D/2 biocide to any voids or interstitial spaces above the ceiling or beneath the floorboards to prevent any mould or insect infestations.



v External Brick Columns.

Inspect all brickwork support columns and repair/re-mortar/repaint as necessary.

vi Shingle Siding.

Inspect all shingles around the exterior elevations and re-fix/repair/repaint as necessary.

vii Exterior Hardware.

Inspect all exterior hardware on French doors for salt water damage from the storm surge and replace as necessary to match any remaining existing hardware.



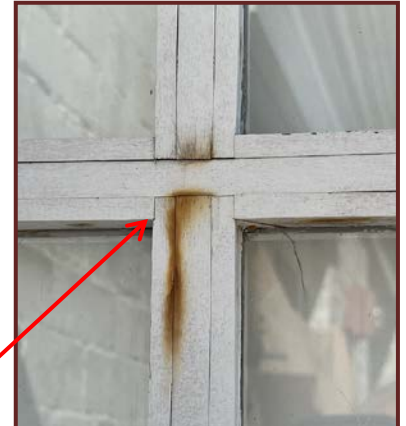


January 20th 2023

Ms. Alison Giesen,
The Mound House, The Town of Fort Myers Beach
Re; Report and Cost Proposal for Post Hurricane Ian Damage
and Repairs at the Mound House.

viii Windows, Doors and Screens.

Inspect all windows, doors and screens for storm damage and repair and prepare all surfaces for repainting including removal of delaminating paint, any glazing to windows, replacement of broken glass, replacement of damaged or rusting screens, to restore the appearance to pre-hurricane Ian condition. Ensure all windows and doors fit properly or adjust as necessary to mitigate any ingress of rain or storm water.





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Ms. Alison Giesen,
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ix Exterior Decoration.

Inpaint/Redecorate all storm damaged exterior paintwork to walls, columns, beadboard, windows, doors and trim as necessary, to restore the appearance to pre-hurricane Ian condition. Wash down all areas of previously painted masonry brickwork and prepare samples of lime based colour washes for client approval and apply to prepared masonry damaged by storm surge and torrential rain and winds.



2. Interior.

i. Flooring.

Restore all storm surge damaged/warping/splitting and springing ground floor heart pine flooring as necessary including checking on floor joists and executing all repairs and refinishing repaired/restored/replaced areas of floors as necessary including stabilizing any 'soft' spots, all levelling necessary, staining water stained/bleached boards as necessary to restore the appearance to pre-hurricane Ian condition.





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Ms. Alison Giesen,
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ii Walls and Baseboards.

Restore all storm surge damaged baseboards and dry wall as necessary including checking on studs and executing all repairs and refinishing repaired/restored/replaced areas of walls or baseboards as necessary to restore the appearance and condition to pre-hurricane Ian state.



H. Office Building/Garage.

Check all interior baseboards, walls and thresholds and all areas of the exterior of the building that suffered damage by Hurricane Ian and repair and redecorate as necessary to restore the interiors and exterior of Office Building/Garage to restore the appearance to pre-hurricane condition.





January 20th 2023

Ms. Alison Giesen,
The Mound House, The Town of Fort Myers Beach
Re; Report and Cost Proposal for Post Hurricane Ian Damage
and Repairs at the Mound House.

INTERNATIONAL FINE ART CONSERVATION STUDIOS Inc.

P.O. Box 81509, Atlanta, GA 30366

January 20th 2023

The Mound House Estimate - Post Hurricane Ian Restoration.



Line Item Analysis

			Cost
The Mound House.			
G. Scope of Work.			
1 Exterior.			
	i) Screens.		\$ 8,368.00
	a) Allowance for Bronze Screening.		\$ 1,000.00
	ii) Gutters and Downpipes (Allowance).		\$ 3,138.00
	a) Allowance for Materials.		\$ 500.00
	iii) Hurricane Screening.		\$ 4,184.00
	iv) External Beadboard Ceilings and Porch Floors.		\$ 15,899.20
	a) Allowance for Materials.		\$ 3,500.00
	v) External Brick Columns.		\$ 2,928.80
	vi) Shingle Siding.		\$ 1,673.60
	vii) Exterior Hardware		\$ 4,707.00
	a) Allowance for Materials.		\$ 2,000.00
	viii) Windows, Doors and Screens.		\$ 24,058.00
	a) Allowance for Materials.		\$ 1,500.00
	ix) Exterior Decoration.		\$ 15,271.60
	x) Allowance for Scaffolding/Access Lifts.		\$ 3,000.00
2 Interior.			
	i) Flooring.		\$ 4,884.82
	ii) Walls and Baseboards.		\$ 1,046.00
H. Office Building/Garage.			
	i) Interior and Exterior Repairs.		\$ 2,092.00
		Sub-Total	\$ 99,751.02
Accommodation.			
	Airbnb - 2/6/23 - 3/10/23 (4 Bed/2 Baths)	\$ 16,000.00	\$ 16,000.00
		Sub-Total	\$ 115,751.02
Contingency Sum - For unforeseen conditions.		3%	\$ 3,472.53
Total Cost Proposal.			\$ 119,223.55



January 20th 2023

Ms. Alison Giesen,
The Mound House, The Town of Fort Myers Beach
Re; Report and Cost Proposal for Post Hurricane Ian Damage
and Repairs at the Mound House.

Summary

All in accordance with Sections G & H above and conditioned by notes a through o below.

Total Project Estimate \$119,223.55

- Our price includes for craftsman, materials, insurances, accommodation and supervision.
- The work will be commenced at an agreed date early in 2023, and be completed approximately 4 weeks after commencement, depending on prevailing site and weather conditions.
- Our Estimate includes for a team of four senior craftsmen for the duration of the project.
- Allowances have been included above for the various materials, scaffolding and/or access equipment, accommodation and a contingency sum. Material and accommodation costs will be supported by invoices/receipts during the final account analysis/submission.

Notes:

- a. We have assumed that this work can be executed during the period to be agreed, if other Mound House projects are being executed, with free unencumbered access to areas that are included within our proposal.
- b. In order to properly execute the works in accordance with the agreed contract sum, IFACS will require access to the property as detailed, a programme of works for which will be discussed and agreed. It is proposed to provide a conservator or conservators to attend site at specific times to execute the works within the agreed period. During drying and/or curing periods there may be no IFACS staff on site.
- c. The Client will at all times keep the areas where IFACS are working available to allow continuity of working. The Client shall not take any action, which could adversely affect the works executed by IFACS either during that execution or at any time during the drying or curing times that will be specified and supplied to the Client.
- d. We have allowed for protection and daily cleanup in the areas where we are working.
- e. The Client will ensure that an adequate electrical supply and clean running water adjacent to the work areas will be provided free of charge for the duration of the project.
- f. An initial site meeting with the Client is requested to review the project, ensure the correct specification and materials as well as the locations and to answer queries and ensure continuity.
- g. If you find our proposal acceptable we would require a mobilization payment of 30% to be made upon commencement on site, an interim stage payment of 30% after two weeks on site, a further stage payment of 20% after 3 weeks on site with the balance of 20% being paid within 7 days from completion and acceptance of the work by yourselves. No retention is to be held.



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The Mound House, The Town of Fort Myers Beach
Re; Report and Cost Proposal for Post Hurricane Ian Damage
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- h. Once the work has been completed and accepted by the Client, the Client is responsible for all protection.
- i. If extra works are necessitated due to the expansion of the scope of works or if change orders are instructed by the Client, IFACS reserves the right to negotiate the extra costs of these works and to increase the programme to allow sufficient time to execute these works. This will apply in the event of other trades causing disruption and/or delays to the schedule.
- j. All matters of a financial or programme implication will be dealt with by way of an IFACS site query sheet which will be used as a method of determining answers to questions, agreement of site instructions, requests for any change orders necessitated by changed conditions or by design alterations or Client changes.
- k. The Client will at all times keep the areas where IFACS are working available to allow continuity of working. Advance notice of any activities which will preclude IFACS working during those activities will be provided to IFACS to allow adequate time to schedule the work accordingly. Generally IFACS works an 8 ½ or 9 hour day and an occasional Saturday. No Sunday working will be scheduled.
- l. Should work outside of regular hours be necessary, the Client will allow IFACS additional access to the site, providing prior arrangements have been made with the Client.
- m. IFACS is fully insured in respect of their sections of work and will cover workers compensation, third party and their own plant and materials. The Client will cover all other aspects of the required insurances as required, including accidental damage, fire and flood, etc. IFACS Liability insurance is rated at \$3 million for any specific incident. A copy of IFACS Insurance coverage is available upon request.
- n. IFACS will require access to their working areas from the dates specified in accordance with a schedule to be agreed between IFACS and the Client, prior to commencement.
- o. IFACS will staff the site with senior conservators. Mary Aldrich, IFACS Chief Conservator will be responsible for the day-to-day IFACS activities on site.

If you have any queries on any of the above or require clarification of any element of our above proposal, please do not hesitate to call me.

I look forward to hearing from you in due course.

Best regards,

For and on behalf of International Fine Art Conservation Studios Inc.,

Geoffrey Steward
Managing Director

PHIFER

INSECT SCREENING

SPECIALTY
METAL SCREEN
FOR WINDOWS, DOORS
AND PORCHES

WEAVING
EXCELLENCE
WITH
INNOVATION

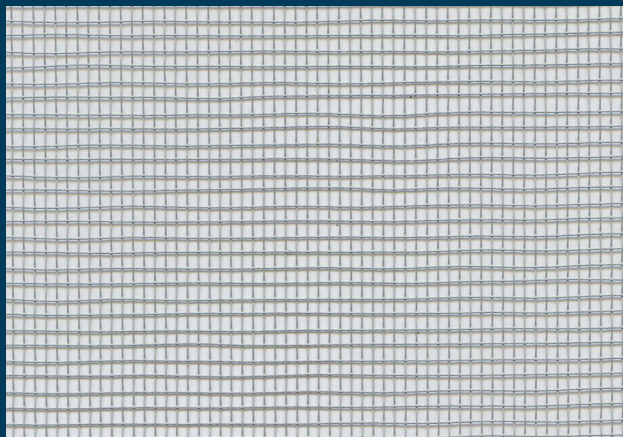


Galvanized Screen

BY PHIFER

Galvanized Screen is a high performance standard steel screen ideal for a number of indoor/outdoor and industrial uses. Galvanized with a protective coating to prevent rusting and enhance durability, this screening is a popular choice for insect screening, fencing, landscaping, farming and building and construction projects.

Gray

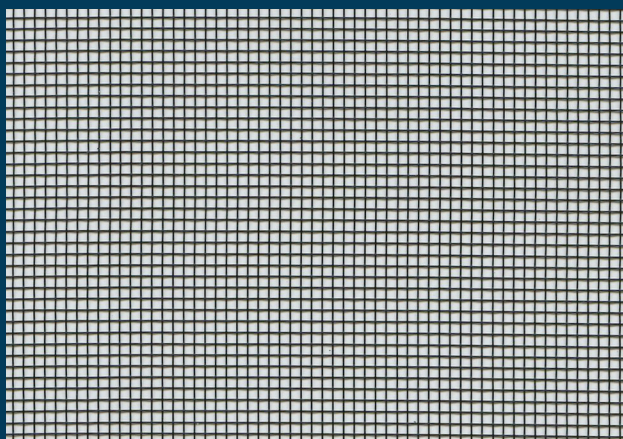


SeeVue®

BY PHIFER

SeeVue® is woven from stainless steel, which improves visibility with its fine wire diameter, and makes this product much stronger than standard insect screen. SeeVue is designed to maximize an outward view, making it sharper and more brilliant. It allows superior airflow, meets the high standard of insect protection, and is suitable for fabrication in conventional screening applications such as windows, doors and porches and safe to use with pressure-treated lumber.

Black

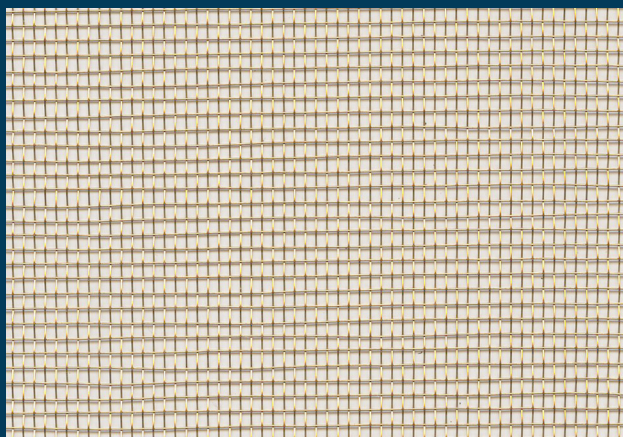


Bronze Screen

BY PHIFER

Bronze Screen is an effective way to control pests, while reviving the elegant charm of past years. Its bright copper color weathers to a beautiful dark bronze finish, coordinating with copper architectural accents such as roofing, dormers, and gutters. Made of 90% copper, it is excellent for use in screen doors, windows and porches providing strength and durability.

Bronze*



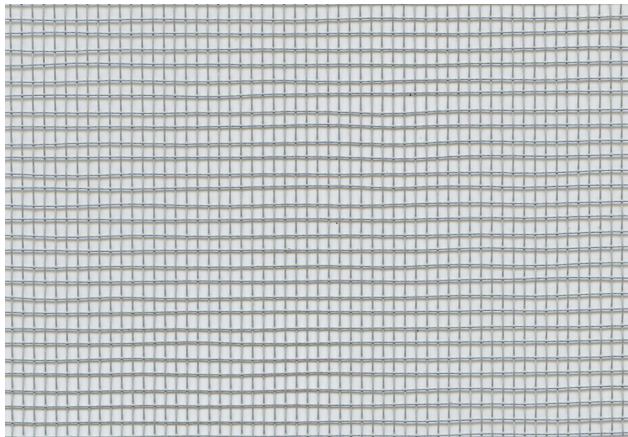
Bronze, stainless steel and galvanized steel – Phifer covers the bases with a host of brawny metal screening options suitable for window, door and porch applications. Strength and durability combine with good ventilation and insect protection in this range for the complete screening package.

Specialty Metal Screen

FOR WINDOWS, DOORS AND PORCHES



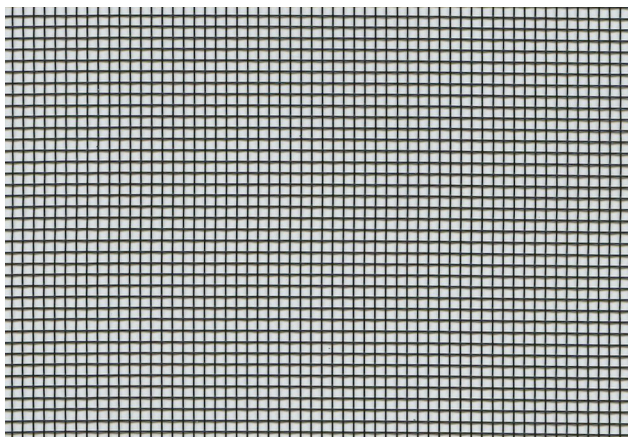
Gray



GALVANIZED

COLORS	Gray
WIDTHS	24", 30", 36", and 48" (60.9 cm, 76.2 cm, 91.4 cm, 96.2 cm, and 121.9 cm)
ROLL LENGTH	100' (30.48 m)
PACKAGING	Individually boxed

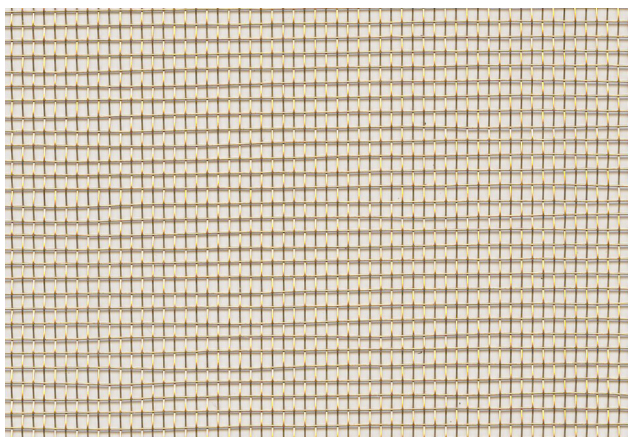
Black



SEEVUE

COLORS	Black
WIDTHS	36", 48", and 60" (91.4 cm, 121.9 cm, and 152.4 cm)
ROLL LENGTH	50' and 100' (15.24 m and 30.48 m) in all widths; 25' (7.62 m) in all widths except 60" (152.4 cm)
PACKAGING	Individually boxed

Bronze*



BRONZE

COLORS	Bronze*
WIDTHS	24", 30", 36", 42", 48", 60" and 72" (60.7 cm, 76.2 cm, 91.4 cm, 106.7 cm, 121.9 cm, 152.4 cm and 182.9 cm)
ROLL LENGTH	50' and 100' (15.24 m and 30.48 m)
PACKAGING	Individually boxed

**The brite copper color of Bronze Screen weathers to a beautiful dark bronze finish.*



P. O. Box 1700 • Tuscaloosa, Alabama 35403 -1700 USA
Phone: 205.345.2120 • FAX: 205.750.4890
Toll Free USA/Canada: 1.800.854.9473
phifer.com • ISO Registered





REMEDIAL CONSTRUCTION TECHNICAL BULLETIN

BORA-CARE®

Existing Construction Treatments for the
Prevention of Subterranean Termites



BORA-CARE® TECHNICAL BULLETIN:

Existing Construction Treatments for the Prevention of Subterranean Termites and other WDOs

(ALWAYS READ, UNDERSTAND AND FOLLOW LABEL COMPLETELY BEFORE ANY APPLICATIONS.)

INTRODUCTION

Bora-Care is a highly effective, long-lasting termiticide, insecticide and fungicide concentrate that can be used against active subterranean termite infestations and other wood destroying organisms in existing construction. Since its introduction to the pest control industry in 1990, Bora-Care has protected wood against wood destroying organisms (WDOs) such as termites, powderpost beetles, carpenter ants and decay fungi in both preventative and remedial treatments.

Bora-Care penetrates wood components and may be used on all cellulosic materials including wood, plywood, particle board, paper, oriented strand board (OSB), cardboard and wood composite structural components to protect them from WDOs. It may also be applied to concrete block, metals, PVC plumbing pipes, bath traps and other non-cellulosic materials found in structures. This will keep termites out of a structure's potential entry points, preventing wood damage.

Existing construction treatments may include:

- 24-inch band treatments to prevent subterranean termite infestation
- Spot treatments of WDO-infested areas
- Remedial or preventative treatments in areas such as attics, basements, crawlspaces or enclosed wall voids.

- Complete whole-house treatments using a combination of the above treatments

See Table A for the Bora-Care solution ratios appropriate to the kind of treatment(s) you need to do.

Always check area regulations to make sure your treatment program is in compliance.

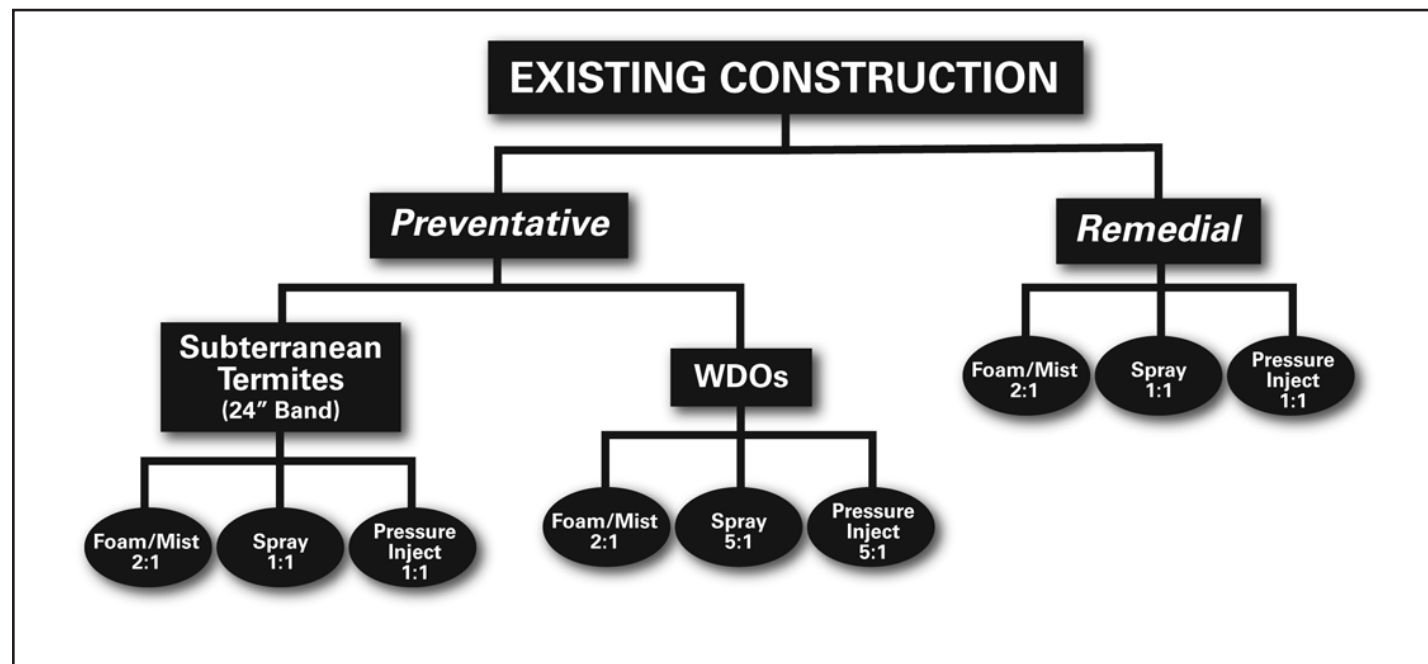
WHY BORA-CARE IS ENVIRONMENTALLY FRIENDLY

Bora-Care as a concentrate contains an active ingredient of 40% Disodium Octaborate Tetrahydrate (DOT) and incorporates a patented glycol mixture that enhances penetration and absorption of DOT into wood. Bora-Care has very low oral and dermal toxicities and when applied to a structure will not adversely affect the environment. Since Bora-Care is only applied to the food source of wood destroying organisms and/or termite entry points, less pesticide and water is required. In addition, Bora-Care has very low odor and the treated wood can be handled when dry. Bora-Care emits no VOCs (volatile organic compounds).

Little risk is associated with Bora-Care when properly applied or used. However, it is a legal requirement to always follow the label and to wear the specified personal protective equipment. Refer to label and MSDS for specific information.

COMPATABILITY

Bora-Care will not corrode metals normally used in



construction, including ferrous metals, galvanized metals, screws and nails. Bora-Care will not affect electrical wiring, but it is recommended that power is turned off until the area is dry.

Bora-Care will not discolor most wood and is compatible with most paints and sealants. If the aesthetic look of the wood is a concern, test a small, non-visible area for discoloration. After the test section has dried, apply the paint or sealant (if one will be used) to ensure compatibility.

HOW BORA-CARE WORKS

Rather than creating a toxic barrier in the soil surrounding a home or structure, Bora-Care is applied directly on the structure. Bora-Care provides double protection by acting both as a toxicant to WDOs and as a deterrent to termite tubing. For more information on how and why Bora-Care works, see our web site, www.nisuscorp.com.

HOW TO CONDUCT EXISTING CONSTRUCTION/REMEDIAL TREATMENTS

Inspection

Inspect all areas of the structure, concentrating on the foundation areas, window framing, door framing, baseboards and all areas where subterranean termites are known to infest or enter a structure. Inspect for signs of infestation such as wings and bodies of swarming alates, termite shelter tubes, live termites or wood damage. For inaccessible or non-visible areas of possible infestation, use the latest available technology and equipment to inspect these areas.

Calculating the amount of Bora-Care required

Measurement of the area to be treated is required to determine the amount of Bora-Care solution needed for a label application and a particular treatment. When determining the amount needed, always try to avoid extra or leftover solution. It is very difficult to list exact product application usage due to varying building construction and materials found in structures in different parts of the country. As a result, the following product usage information should be considered a general guideline and not a standard of application. It is based on label applications in common building construction. For situations not covered in this technical bulletin, contact Nisus Corporation.

Bora-Care wood applications are based on treating board feet of lumber. Approximately 1 gallon of Bora-Care solution (regardless of the ratio of water to Bora-Care) will be needed to treat 400 sq. ft. of 1" thick wood surface area or 400 board feet. The actual amount of Bora-Care solution needed will depend on the amount of wood to be treated and whether injection as well as spray or foam is needed. Topical spray applications will require a second application in areas where only 1 to 2 sides of a wood member is exposed. The second application can be done after a 20-minute delay. NOTE: The quantity of Bora-Care needed for lineal or square feet of wood remains the same whether applying one application to all sides of the wood, or when applying two

coats of solution to one to two sides of a wood component.

On non-cellulosic materials, the calculation is based on surface area. Approximately 1 gallon of Bora-Care mixed solution will be needed to treat 400 sq. ft. of surface area.

One accurate and fast method to measure linear footage is to use a measuring wheel around the outside foundation areas to be treated and using a tape measure or "clean" measuring wheel for the linear footage of the interior areas to be treated.

To determine the amount of Bora-Care needed to treat an area, use the *Application Rate Chart* and the *Existing Construction Application Worksheet* found at the end of this bulletin. The *Application Rate Chart* lists various construction foundations and gives instructions and amounts of Bora-Care to be used on both wood and non-cellulosic areas, and is based on registered label applications. The *Application Rate Chart* shows a simple way to total all application areas. (See www.nisuscorp.com to download an interactive spreadsheet version.)

Application Safety

Before beginning any chemical treatment, it is important to consider safety in application. According to the Bora-Care label, the applicator must wear a long-sleeved shirt, long pants, socks, shoes, chemical resistant gloves and protective eye wear. When applying Bora-Care in a confined area with no ventilation, wear a NIOSH approved respirator.

If spraying or drilling overhead, tarp or cover surfaces underneath the work area in preparation for solution that may exit galleries. Spills or over-spray can be cleaned with a damp cloth or absorbed with appropriate materials. (Read label for complete safety information.)

Be careful not to over-apply foam or mist in wall voids or you may create a moisture concern, as solution may leak out of wall area.

Mixing Bora-Care

Per label requirements, for a 24" band preventative termite and WDO treatment, Bora-Care concentrate must be mixed with water as a 1:1 solution (one part water to one part Bora-Care concentrate) for WDO remedial control applications when applied as a spray. For example, on a single family home, add the application amounts needed for an existing structure. *Remember:* Only mix enough Bora-Care 1:1 solution needed for that day's applications. The 1:1 solution should not be stored in the spray tank or other container for more than 24 hours. Refer to label for specific directions.

For example, to mix four gallons of Bora-Care solution, you will need the following equipment and materials:

- A five-gallon pail
- 2 gallons water (Warm water may reduce mixing time, but is not required.)
- Mixing impeller like those used to mix paint – preferably plastic (a plastic tip "Squirrel Brand" mixing impeller works very well without chipping the plastic sides of the mixing container). If using a metal mixing impeller, do not allow

the impeller to touch sides or bottom of pail. This may create small plastic chips that could clog spraying equipment.

- Drill
- Recommended personal protective equipment, including long-sleeved shirt, gloves and eye protection.
- 2 gallons Bora-Care concentrate
- OPTIONAL: To make it easier to see where Bora-Care solutions have been applied, an appropriate dye or colorant may be added to the solution when diluting Bora-Care with water. Refer to the dye/colorant product label for recommended amount to add to the Bora-Care solution.

NOTE: Using a marker dye or pigment in Bora-Care solutions on surfaces that will be visibly displeasing to the customer is not recommended. Dye/colorant color or darkness does not indicate the amount or concentration of Bora-Care applied. If dye/colorant is applied to non-target areas, be sure to clean with water immediately.

1. Pour 1½ gallons of water into a five-gallon pail.
2. Attach mixing impeller to drill and begin agitation.
3. Gradually pour two gallons of Bora-Care into water and continue to mix solution.

4. Use the remaining 1/2 gallon of water to triple-rinse the two Bora-Care containers and pour contents into mixing solution.
5. Continue to mix until solution becomes clear or you do not feel resistance of any remaining concentrate. Normal mixing time may be 5-10 minutes.

Tools and Application Methods

There is no one tool that can effectively apply Bora-Care in all situations. The use of these applications is designed to provide for a label application of Bora-Care on wood and cellulosic materials that are subject to possible attack by termites and other WDOs.

The following is a description of the equipment and treatment methods that exist today:

- a. 2-4 gallon spray applications:
Use a 2-4 gallon handheld stainless steel sprayer or backpack sprayer to apply up to 2-4 gallons of solution at a time.
- b. 10-100 gallon spray applications: For larger amounts, a 10-100 gallon spray unit with mechanical pump is recommended. For best results, this unit should also have mechanical agitation for proper mixing to prevent any potential clogging of spray equipment.

TABLE B: BORA-CARE DILUTION RATIOS & APPLICATION METHODS <i>For Preventative and Remedial Treatment of Subterranean Termites and Other WDOs in Existing Homes</i>	
<i>Dilution Ratio</i>	<i>Application Notes</i>
1 part water to 1 part Bora-Care (1:1) for spray or drill/inject treatments	Spray, mist or foam bare wood with an appropriate dilution of Bora-Care solution to the point of wetness. When possible, drill and inject solution directly into active infestations. Inaccessible areas (such as between studs in wall voids) should be foamed or high-pressure misted, or drill and inject through wallboard directly into studs with active infestations.
2 part waters to 1 part Bora-Care (2:1) for mist or foam treatments	

TABLE C: COVERAGE AREAS FOR ONE GALLON OF BORA-CARE SOLUTION
• 400 board feet of lumber • 400 sq. ft. of 1" thick or less plywood or OSB (sheathing treated 1x on 2 sides OR 2x on 1 side) • 200 linear feet of exposed stud walls to a height of 24" • 50 linear feet of 8' high exposed stud walls • 200 sq. ft. of crawlspace (when entirety is treated) • 100 sq. ft. of crawlspace (when only 24" band on perimeter is treated)

TABLE D: APPLICATION RATES FOR BORA-CARE SOLUTION

TYPE OF AREA	MISTING / INJECTING	FOAMING
Uninsulated Wall Voids	Mist 24" band: Use 1 oz/void (= 7.5 oz / 10 l.f.) Mist Entire Void: Use 3.5 oz/void (= 26.25 oz / 10 l.f.) Mist Drywall-Concrete Combo Voids: Use 2oz / void (= 15 oz / 10	Foam 24" band: Use 20-40 oz/void (= 150-300 oz / 10 l.f.) Foam Drywall-Concrete Combo Voids: Use 15-20 oz/void (= 112.5-150 oz / 10 l.f.)
Insulated Wall Voids	Mist Drywall Voids: Use 2 oz/void (= 15 oz / 10 l.f.) Mist Drywall-Sheathing Combo Voids: Use 3 oz / void (= 22.5 oz / 10 l.f.)	Foam Drywall Voids: Use 40 oz/void (= 300 oz / 10 l.f.) Foam Drywall-Sheathing Combo Voids: Use 60 oz/void (= 450 oz / 10 l.f.)
Window & Door Frames	Mist a 2:1 solution Inject a 1:1 solution at a rate of 1 oz / l.f.	Foam a 2:1 solution at a rate of 10 oz / l.f.)
Soffits & Eaves	Mist a 2:1 solution at a rate of 12 oz / 10 l.f.	N/A

c. High Pressure Misting Unit: High pressure developed from this type of unit allows treatment of areas such as hollow wall voids by misting can be accomplished in a short time and more thoroughly without over-wetting. Calibration of the tip will allow you to know how much liquid you are applying in the void, so you can avoid damage due to over-application. The use of a high pressure pump with an atomizing tip will allow the delivery of tiny droplets rather than a coarse spray. This can be used for treating wall voids or inaccessible areas. For high pressure misting applications into wall voids, use machines reviewed by Nisus and specifically designed for high pressure misting into wall voids.

Electric or Gas Spray Unit: A primary tool in pre- or post-construction treatment when the broadcast application of a liquid is required. Topical sprays of Bora-Care solution should be applied evenly to wood using a medium to coarse spray at low pressures (e.g., 30-40 psi). Low pressure application will reduce drips, off-target overspray and splash-back, and will result in proper amounts of active ingredient on surfaces. The uses may vary with the addition of specialized application tools such as:

- a. Fan Spray Wand: To coat the surface of exposed wood members.
- b. Pin Stream: To treat cracks behind wood members.

Compressed Air Sprayer: Used in situations where you are either doing a small re-treatment of an area or spraying into areas where it is not possible to reach with other equipment. It is not generally designed to do the entire job because of a smaller capacity for treatment solution. The compressed air sprayer can be used with a variety of attachments for various jobs, including fan spray and needle injection.

Foaming: Choose foaming when excess moisture may be a problem or in difficult-to-reach areas such as around insulation in wall voids and door and window facings.

- a. Foaming agent: Nisus recommends ProFoam® Platinum for Bora-Care foaming applications. ProFoam Platinum is specially formulated to be used with borates and other termiticides for the best foam solution.
- b. Mixing foam: Mix foam product per label directions to produce the ratio of foam to Bora-Care solution required. Typically, 3-8 ounces of foaming agent per gallon of solution is needed. This will produce a dry foam with the desired expansion ratio of approximately 20:1 (20 gal. foam per 1 gal. aqueous solution). This should result in a Bora-Care foam with a consistency that adheres to wood surfaces and minimizes run-off.
- c. Foam machines: Since every foam machine produces different foams, refer to the equipment manufacturer's manual for specific instructions. To foam into wall voids, use a foam machine designed for wall foaming applications and approved by Nisus Corporation.

Tips needed:

- Attic Foam Gun: To treat between insulation and ceiling joists.
- Needle: To inject foam into infested wood.
- J-Tip: To inject foam into areas such as wall voids.

Calibration of Foaming Equipment and Foaming Material: Apply a known volume of foam solution from the foaming equipment into a pre-measured container such as one from the paint department of a hardware store. Allow foam to dissipate into a liquid. A de-

foaming agent can also be used to speed up this process. The volume measurement of foam compared to the volume measurement of the resulting liquid is the foam ratio. Use a moisture meter to determine the flow of foam into void.

Example: If you measure a gallon of foam (128 oz.), and the foam dissipates to 6.4 oz., the ratio is 128/6.4 or 20:1.

NOTE: De-foaming agents can be purchased from your distributor. When placed in a small spray bottle and sprayed lightly onto the foam, the agent works well to reduce the foam back to a liquid.

Pressure Injection: Injection tips should be brass or other metal and fit snugly into the drilled hole to prevent dripping or spray back. Use a short injection tip (approximately 1 inch). This will allow the solution to flow into the drilled wood.

- a. Heavily Infested Wood: Bora-Care solution or foam should be injected into infested wood. Drill and inject until the liquid or foam runs out of openings or damaged areas. This procedure is not an alternative to spraying; it can supplement spraying for active galleries or when structural wood is greater than 4 inches thick. It is possible post-treatment swarming could occur for a while after application if only a topical treatment is used. Injection treatments can reduce post-treatment swarming callbacks.
- b. Injection into active galleries:
 - Liquid Injection: Locate and inject up to 1 ounce of Bora-Care (1:1 solution) per board foot into active galleries.
 - Foam Injection: Locate and inject up to 20 ounces foam (2:1 solution of 2 parts water + 1 part Bora-Care) per board foot into active galleries.
- c. Unfinished, Sealed or Painted Wood (including the wood adjacent to the infested areas): The application tip should be designed to avoid splash back.
- d. Application Technique: Injection holes (typically 7/64" or 1/8" in diameter) should be drilled in the area of suspected or known infestation.

Drill the holes through the widest dimension of the wood that is available. Holes should extend approximately 3/4 of the way into the beam. If the widest surface is not accessible, holes can be drilled approximately 8-10 inches apart into a narrower surface.

Press and hold the injection tip firmly into each hole and inject solution until runoff is observed from other holes, galleries, kick-out holes, etc. You may get splash back if the wood is solid. Release the trigger, wait briefly and withdraw the injection tip.

Excess solution can be absorbed with paper towels and disposed of in ordinary trash.

The holes should be in a diamond pattern and be spaced approximately 4-6 inches across the grain and 12-16 inches along the grain (Figure 1). When possible, the wood should be treated one diamond length pattern beyond the immediate area of visible infestation.

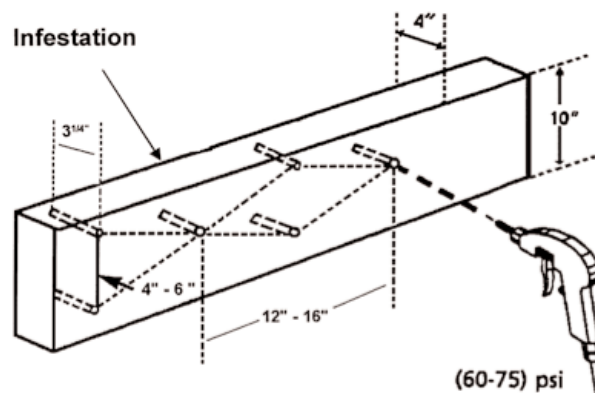


Figure 1: Drill and pressure injection of a 4" x 10" structural beam with Bora-Care solution.

SPECIFICATIONS FOR SPECIFIC STRUCTURAL AREAS

Keep in mind that every structure is unique and that you will need to use your best judgment in each case, with safety as the primary concern. Untreated areas are unprotected areas and will not prevent termite tubing or damage from wood destroying organisms.

Bora-Care should only be topically applied to wood, plywood, particleboard and other cellulosic materials where an intact water repellent barrier such as paint, stain or a sealer is not present. Dirt, debris and any existing water repellent finish must be removed to permit absorption of Bora-Care into the wood.

NOTE: An existing construction preventative subterranean termite treatment with a 1:1 Bora-Care solution requires the creation of a continuous horizontal and vertical barrier by treating all potential entry points. This includes the structural wood of both internal and external walls (sill plates, wall studs and exterior wood sheathing), foundations (concrete surfaces), bath traps, pipe protrusions and other areas. Interior walls are also treated to prevent termite entry due to cracks that may occur in the slab. This may be accomplished using the techniques described in this technical bulletin and also in the Bora-Care New Construction Technical Bulletin.

Attic Applications

If an infestation is found in an attic, first determine if the infestation may be secondary to water or moisture damage created by structural defects. If so, first have the defects corrected, then treat with Bora-Care. Spray Bora-Care solution on all accessible wood in the area

of the infestation: rafters, trusses, top-plates, ceiling joists, plywood, particleboard, etc. Accessible areas with known infestations should be drilled and injected with liquid or foam solution to speed eradication and reduce callbacks. Foam may be used in difficult-to-reach areas such as around insulation.

If the infestation can be traced to a ground contact infestation, treat the attic area and also the areas in contact with the foundation as listed below. If an infestation is present beneath or partially hidden by insulation, remove the insulation to directly treat the area.

Interior Applications

Bath Traps and Pipe Penetrations (Slab Foundations Only): Bath traps, pipe penetrations and the slab areas around them must be treated both horizontally and vertically to protect from termite entry into the structure.

Treat the interior of all bath traps with 8-16 ounces of Bora-Care solution per square foot of the bath trap area. Apply a continuous 12" horizontal band of a 1:1 Bora-Care solution on the slab surrounding the bath traps to include any accessible bare wood (such as horizontal sill plates). All studs must be treated vertically to a height of 24 inches.

Pipe and plumbing penetrations must be treated with a 1:1 Bora-Care solution to a height of two feet. Extend treatment at least 6 inches out horizontally onto the slab surface surrounding the penetrations.

Available Bare Wood Stud Walls and Sill Plates: Treat all exposed sides of the studs (3-4 sides) with one coat of Bora-Care solution 24 inches up from the sill plate. If access to the wood is limited to one or two sides (some sill plates or married studs), then spray the exposed sides twice, waiting 20 minutes between applications.

To determine the amount of Bora-Care needed to treat sill plates and studs, measure the linear footage of interior and exterior stud walls. One gallon of Bora-Care solution will cover 200 linear feet of stud walls with a 24-inch vertical application up from the slab (excluding sheathing).

Available Bare Exterior Sheathing: Both sides (interior and exterior) of the bottom 24 inches of the exterior sheathing (up from the foundation) must be treated with one coat of a continuous vertical barrier of a 1:1 Bora-Care solution. If only one side is accessible then two applications on the available surface are required (be sure to document such applications).

One gallon of Bora-Care solution will cover 400 square feet of cellulosic sheathing. This includes one vertical application of solution on each side or two applications on one side.

Enclosed stud walls: When sheetrock (drywall), paneling or other finished building material prevents access to an area, Bora-Care should be applied with a high pressure misting machine or a foam application. The foam will run along each stud or the high pressure mist will hit each stud.

Preparations prior to treatment:

1. Have a wet/dry vacuum plugged into a remote power source and ready to use. Electrical power must be turned off and remain off in the area of application for a period of time to allow the treatment to dry when treatments are made near electrical outlets.
2. For foaming applications, use a non-intrusive moisture meter to check the moisture in the wall before and after treatment. Move the meter from the floor vertically along the wall to get a baseline reading. A normal reading should be from 9% to 15%. A sticky note can be used to record the reading on the wall. Continue on all walls in the areas to be treated.
3. Locate studs in the area to be treated using a stud finder.
4. Divide and direct foam or mist in a way that best allows the solution to cover sill plate surfaces and wood stud surfaces.
5. Repeat the moisture check 30 to 45 minutes after treating the void. Move the meter from the floor vertically along the wall to determine where the foam is moving and if it is covering the sill and stud surfaces. If there is a blockage in the wall, you will get a high moisture reading at the blockage.
6. Patch the holes with appropriate filler compound, and paint if required.
 - b. Enclosed Stud Walls (Uninsulated): Normally the interior walls will not contain insulation.

To treat the bottom portion of the void only, drill a single hole between studs at the bottom of the wall (immediately above the kick plate/skirting board). A timed and calibrated foam or mist injection is sufficient to treat the sill plate and bottom 24 inches of stud areas (see Figure 2).

To treat the entire hollow wall, make a small hole at the bottom of the wall near the baseboard and/or making another drill hole near the top of the wall. The objective is to obtain uniform coverage of the studs, the top and bottom plates and the back of the wallboard inside the void area.

NOTE: Do not over-treat the void. There is no need to completely fill the void with foam or liquid. You only need to coat the wood and cellulosic materials in contact with a concrete foundation. **YOU ARE PLACING**

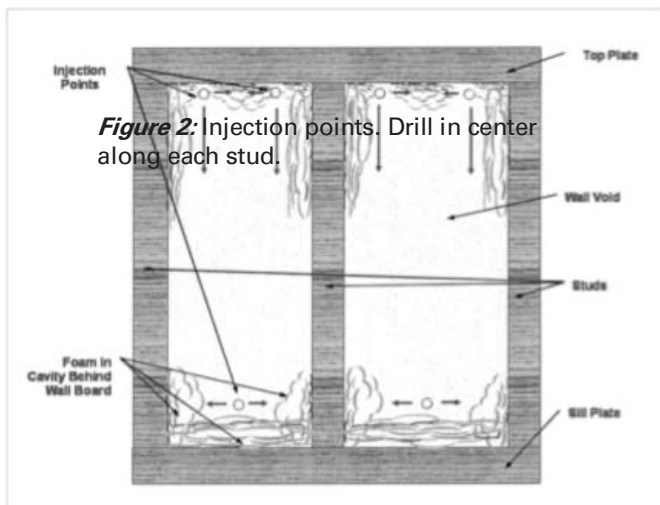


Figure 2: Injection points. Drill in center along each stud.

A LIQUID IN A VOID AREA. THE POSSIBILITY OF WATER DAMAGE MUST BE KEPT IN MIND AT ALL TIMES.

Misting Into Uninsulated Wall Void Areas:

- a. 24-inch band (preventative): Apply 1 ounce of a 2:1 Bora-Care solution into each uninsulated wall void to be treated. This is approximately 7.5 ounces of solution for every 10 feet of uninsulated wall void area. Apply 2 ounces of 2:1 Bora-Care misted solution into each void area if one side of the wall is covered with cellulosic sheathing (such as OSB or plywood)
- b. Entire void (preventative and remedial): If sheetrock is attached to concrete foundation walls by furring strips with approximately 1 inch of clearance between sheetrock and concrete, mist with approximately 2 ounces of 2:1 Bora-Care solution every 16-20 inches by treating the top of the sheet rock to let the solution flow down to cover concrete wall, furring strips and the back side of the sheetrock and by treating up from the bottom directing the solution up to cover concrete wall, furring strips and the back of the sheet rock.

Foaming Into Uninsulated Wall Voids:

- a. 24-inch band (preventative): Use a 2:1 Bora-Care solution mixed with foaming agent to create a dry foam (20:1 or higher). Apply 20-40 ounces of foam in each wall void area to be treated. This results in about 150-300 ounces of foam needed per 10 lineal feet of wall void area.
- b. Entire void (preventative and remedial): Treat by misting with a 2:1 solution of Bora-Care at the rate of 3.5 ounces per void. Treating from the top of the void and up from the bottom of the void, direct mist to cover all wood and concrete wall foundation areas. If sheetrock is attached to concrete foundation walls by furring strips with approximately 1 inch of clearance between sheetrock and concrete, foam 15-

20 ounces of a 2:1 Bora-Care solution in a 20:1 ratio foam every 16-20 inches by treating the top of the sheet rock to let the foam flow down to cover concrete wall, furring strips and the back side of the sheetrock and by treating up from the bottom, directing the foam up to cover concrete wall, furring strips and the back of the sheet rock.

Special Applications

There are some special application situations where other treatments may be used. When multiple boards are bonded together to form a wide beam or girder, they may be drilled and injected with Jecta[®] (a concentrated borate gel designed to be injected into thick or sealed wood components) at the point where they come into contact with the foundation.

Walls (Insulated)

Because exterior walls normally contain insulation, treating them effectively can be more difficult.

Drill two holes to either side of the stud. If insulation is tightly packed in the void, it can usually be moved slightly and temporarily using the foaming or misting tip prior to injecting.

For preventative treatment, apply the mist or foam in a direction that best coats sill plate area and wall wood studs at least 24 inches up from concrete foundation. If possible, direct foam or mist around both sides of insulation.

In an area of infestation, you can treat with mist or foam on each side of the stud, staying close to allow the solution to move along the stud instead of soaking into the insulation.

The use of a moisture meter against the drywall can tell you where the foam is moving and will help you to decide if more or less treatment is needed in a particular void.

Misting Into Insulated Wall Void Areas: Apply 2 ounces of a 2:1 Bora-Care misted solution into each insulated wall void to be treated. This application relates to 15 ounces of solution for every 10 feet of insulated wall void area.

Apply 3 ounces of a 2:1 Bora-Care misted solution into each wall void if one side of the wall void has cellulosic sheathing (such as OSB or plywood). Pull insulation away from sheathing with spray tip or tool before application.

Foaming into Insulated Wall Void Areas: Mix a 2:1 Bora-Care solution with foaming agent for foaming treatments. Use a 20:1 or higher foam ratio.

- a. 24-inch band (preventative): apply 40 ounces of foam into each wall void to be treated. This relates to 300 ounces of foam product per 10 linear feet of void area. Apply 60 ounces of foam to each void area if

one side of the wall void has cellulosic sheathing such as OSB or plywood.

- b. Entire void (preventative and remedial): Foam at the rate of 40 ounces of foam with a 2:1 Bora-Care solution in a 20:1 ratio or higher foam. Direct foam down from the top of the void and up from the bottom of the void to cover the surface areas of the wall studs, sills and concrete wall foundations.

Basement or Crawl Space Structure

Spray a 1:1 Bora-Care solution on all bare wood in contact with foundation walls. Apply at the rate of 1 gallon of solution per 100 linear feet of foundation sill plates, floor joists, header and subfloor listed above in a 24" band for preventative treatment. Apply 1 gallon of solution per 200 linear feet of the above areas for remedial/all WDOs treatment.

A second application is required when only one or two sides of the wood member is exposed (box headers and sills). Drill and inject active infestations with a Bora-Care 1:1 solution.

Perimeter Elements: This is composed of the foundation sill plate, header or band joist, floor joists and subfloor. If the area is inaccessible, then an access point must be created or the area cannot be treated.

- a. Foundation Sill Plate: Treat horizontally with two coats (assuming only one or two sides of the sill plate are accessible) of 1:1 Bora-Care solution on the foundation sill plate, waiting at least 20 minutes between coats.
- b. Header or Band Joist: Treat all accessible sides with one coat of same solution. If only one or two sides are accessible, treat with two coats of solution.
- c. Floor Joists: Treat all accessible sides (assuming three sides are exposed) with one coat of Bora-Care solution.
- d. Subfloor: Apply two coats of solution only on the underside of the wooden subfloor.

Finished Basement Areas: Treat all interior wood stud walls, pipe penetrations and bath traps as described above.

To prevent subterranean termite tubing on:

- a. Concrete-Masonry Foundation Support Piers: Treat all concrete/masonry support piers at least 24 inches vertically from the ground. Measure the linear footage of concrete-masonry foundation support piers and multiply by two.
- b. Crawl Space/Basement Concrete-Masonry Foundations: Measure in front of all concrete- masonry foundation walls. Treat all interior concrete- masonry wall surfaces up at least 24 inches from the basement slab or crawl space soil. Horizontally extend the treatment 2-8 inches out onto slab

surfaces. Apply 1 gallon of a Bora-Care 1:1 solution per 400 square feet of treated surface area.

EXTERIOR APPLICATIONS

Bora-Care can be applied to bare siding, trim or logs.

Applications can be made by spray or pressure injection techniques. Painted or sealed wood can be treated by pressure injection, or the wood can be stripped prior to a spray application. See the Dimensional Lumber or Log Home Technical Bulletins for more information on application rates for log homes, decks, siding and more.

Protect any surrounding plants and ornamentals from accidental contact with the solution.

Infested Window and Door Frames

Treat window and door frames by drilling and injecting foam or liquid in the surrounding voids or by drilling and injecting infested wood. Use a moisture meter to determine how well the foam is moving in the voids. Normally, you will only need one hole on each side of the window and one on the bottom.

NOTE: Window and door framing can vary. It is difficult to determine wood framing after the wallboard or sheetrock is installed. Take care not to apply excessive liquid product solution into these areas.

Misting or injecting window and door framing: Apply by mist or injection up to 1 ounce of solution per linear foot of window framing or door framing in areas of application. A 2:1 Bora-Care solution mist application or a 1:1 Bora-Care solution liquid injection is used in confirmed or suspected areas of active infestation.

Foaming into window and door framing: Direct up to 10 ounces of foam per linear foot into wall areas around window and door framing. Use a 2:1 Bora-Care solution mixed with a foam concentrate to create a 20:1 or higher foam ratio for confirmed or suspected activity.

Exterior Overhang Area or Eaves (Soffit Area)

If WDOs have penetrated an exterior overhang, soffit or eave area due to direct contact to the ground or excessive moisture, spray the exposed, unfinished wood with Bora-Care 1:1 solution and drill and mist void areas. Active galleries can be injected or foamed.

Misting into eaves and soffit areas: Apply up to 12 ounces of a 2:1 Bora-Care solution per 10 linear feet of soffit or eaves. Application may be made through the soffit vents or by drilling into the soffit/eaves void area. Apply only enough Bora-Care solution to coat the surfaces of the wood, being careful not to over-treat the area.

Decks & Gazebos

Bora-Care can be used to treat wood decks and other exterior structures. Prepare the wood by removing any

dirt, debris or sealants that will interfere with the application and absorption of Bora-Care. After the deck is dry to the touch with no standing puddles, a Bora-Care 1:1 solution can be applied to the wood.

Following treatment, the deck can be sealed to prolong performance.

REOCCURRENCE OR RETREATMENTS

When responding to a reoccurrence of subterranean termites, go through the following steps:

Inspection

Do a thorough inspection of the property (not just one small area). Look at the graph and any other documentation that may help you to determine where treatment may be needed. Try to recreate the service you did and determine if it was the proper treatment. Ask yourself: What has been done? What hasn't been done? Did I drill and inject? Are there conditions conducive to infestation? Problems and conducive conditions which may have led to the infestation, or that may do so in the future, should also be corrected. If necessary, a borate indicator test kit (available from your distributor) can be used to validate treatment.

Identification

Identify where the infestation is to determine whether it is the area that was originally treated or if it is in an untreated area.

Problem Solving

Determine what needs to be done to take care of the problem. After the treatment, inspections should be performed on a regular basis and additional preventative sprays or injection treatments of Bora-Care can be made, if desired.

Communication

Let the customer know what you found, what you did about it and what they should expect from your service. Answer their questions.

DOCUMENTATION

It is important to graph the structure and fully

document the Bora-Care application, including where dye or colorant was and was not used, areas that were not accessible (such as only one side of sheathing) and so forth. This documentation will be a very important tool for future inspections.

CUSTOMER COMMUNICATION

It is also important to talk to the builder, contractor or homeowner to explain the treatment and educate them on conducive conditions that could cause a WDO infestation and the need for the PMP to do a thorough onsite annual inspection to determine if any new conducive conditions have been created. A product is only as good as the application, and because you are a Pest Management Professional, we hope you will utilize this information to protect you, your company and—most importantly—the homeowner from potential WDO infestation and damage.

CARE OF SPRAY EQUIPMENT

Normal care and maintenance of spray equipment is sufficient. Bora-Care solutions are compatible with stainless steel, brass and all plastic components of spray equipment. Bora-Care solutions should be mixed as needed and drained from equipment daily. After use, equipment should be rinsed with clean water (warm if possible) to flush any remaining Bora-Care from the sprayer. The rinsate may be saved in appropriately labeled service containers for future preparations of Bora-Care solutions (in place of fresh water). It is always best to try to use up all product onsite.

Spray/Injection Tips: Under some conditions, spray tips may clog due to evaporation. Spray tips can be unclogged by flushing or soaking in warm water.

CLEAN-UP ON NON-TARGET AREAS

Occasionally, Bora-Care solutions may drip or run onto glass surfaces such as windows and doors or other non-target areas. After drying, a sticky residue may appear. This can be removed easily with warm water, but is easier to remove before it dries.



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APPLICATION RATE CHART for Subterranean and Formosan Termites

Bora-Care New Construction 2-Foot Vertical & Horizontal Treatment

For whole house wood treatment, active infestation treatment or drywood termite prevention, refer to the *BORA-CARE Termite Technical Bulletin* or the *Drywood Termite Technical Bulletin*.

The application rates and instructions on this chart are based on standard building practices and materials. All application rates are based on BORA-CARE label instructions. ***Always read the BORA-CARE label before application.***

TYPE OF TREATMENT		WHEN TO USE	APPLICATION INSTRUCTIONS	COVERAGE PER 1 GALLON OF 1:1 SOLUTION
SLAB	Slab Foundation (wood & concrete)	Use as preventive treatment against termites.	Apply to sill/base plate and 24" up on studs and other wood members in contact with slab foundation. Apply second coat on sill. Spray concrete 2"-8" horizontally out from sill or base plate. Treat all pipe protrusions within stud walls or free standing in slab 24" up from slab and extending horizontally 6" out on the slab surface.	200 linear feet (Measure linear feet of stud walls to be treated)
	Sheathing (wood)		Vertically apply to both sides of exterior sheathing to point of wetness. If one side is inaccessible, apply two coats to one side at least 20 minutes apart.	400 square feet (Measure area: length X width)
	Bath Traps	To prevent entry of termites.	Apply into bath trap area and extend at least 1' out onto slab surface.	8-16 ounces of solution per square foot of bath trap area
CRAWL SPACE	Crawl Space (wood)	Use as preventive treatment against termites.	Apply to all wood in a 24" area from exterior wall (to include sill plate, header joist, floor joists and subfloor). Apply second coat on sill and header joist. Apply to all wood in contact with foundation pier out 24" from foundation pier.	100 linear feet (Measure linear feet of all foundation walls & piers to be treated)
	Up From Soil (concrete)	To complete the 2' vertical treatment requirement on interior surface of foundation walls.	Measure linear footage of concrete-masonry foundation wall <i>and also</i> around each foundation pier, and multiply by 2 to get square footage of treatment area. Apply to foundation wall and piers 24" up from soil.	400 square feet (Measure area: length X width)
	Exterior Wall Vertical Treatment (wood)	To complete the 2' vertical requirement for exterior foundation treatments.	Apply up 12" up onto structural wood components above the top of the header joist (to include the edge of the sub-floor, sill above sub-floor, stud wall and exterior sheathing).	160 linear feet (in addition to amounts listed above)
BASEMENTS	Basement	Use as preventive treatment against termites.	Apply to all wood in a 24" area from exterior wall (to include sill plate, header joist, floor joists and subfloor). Apply second coat on sill and header joist.	100 linear feet (Measure linear feet of all foundation walls & piers to be treated)
	Up From Concrete	To complete the 2' vertical treatment requirement on interior surface of foundation walls.	Measure linear footage of concrete-masonry foundation wall, and multiply by 2 to get square footage of treatment area. Apply to foundation wall 24" up from concrete.	400 square feet (Measure area: length X width)
	Exterior Wall Vertical Treatment (wood)	To complete the 2' vertical requirement for exterior foundation treatments.	Apply up 12" up onto structural wood components above the top of the header joist (to include the edge of the sub-floor, sill above sub-floor, stud wall and exterior sheathing).	160 linear feet (in addition to amounts listed above)
	Bath Traps	To prevent entry of termites.	Apply into bath trap area and extend at least 1' out onto slab surface.	8-16 ounces of solution per square foot of bath trap area
	Finished Basement	Additional treatment required for finished basement.	Walls in contact with foundation: Vertically apply to all wood including sill plate, total stud boards and all the top plate (or runner). Vertically treat all plumbing protrusions (as listed under slab construction). Spray slab 2"-8" horizontally out from sill or base plate. Interior Walls: Apply to sill/base plate and 24" up on studs and other wood members in contact with slab foundation. Apply second coat on sill. Spray concrete 2"-8" horizontally out from sill or base plate. Treat all pipe protrusions within stud walls or free standing in slab 24" up from slab and extend horizontally 6" out on the slab surface.	50 linear feet (Measure linear feet of all stud wall sills attached to solid foundation) 200 linear feet (Measure linear feet of stud walls to be treated)

BORA-CARE NEW CONSTRUCTION APPLICATION WORKSHEET

(2 ft. Barrier Treatment)

■ SLAB AREAS

LINEAR FEET OF ALL EXTERIOR WOOD STUD WALLS.....
 (Treat sills, slab & 24" vertical band)

LINEAR FEET OF ALL INTERIOR WOOD STUD WALLS..... +
 (Treat sills, slab & 24" vertical band)

=

NOTE: Plumbing penetrations included in calculations. (Total linear feet of stud walls)

÷ 200 = **A.**

NUMBER OF BATH TRAPS
 (16 oz. / sq. ft.)

x .125 = **B.**

LINEAR FEET OF ALL EXTERIOR SIDING WALLS
 (Treat exterior plywood or OSB siding 24" vertical band; amounts same for treating both sides once or on one side twice.)

x 2 =

÷ 400 = **C.**

(Square feet of siding)

TOTAL GALLONS OF BORA-CARE 1:1 SOLUTION NEEDED (A+B+C) =

■ CRAWL SPACE OR BASEMENT AREAS

LINEAR FEET OF SILL PLATES ON FOUNDATION (wood)
 (Treat foundation sill plate, header, floor joists & subfloor as a 24" horizontal band.)

LINEAR FEET OF WOOD ELEMENTS AROUND PIERS (number of piers: _____ x 8) +
 (Treat all wood in contact with pier in 24" horizontal band.)

=

(Total linear feet)

÷ 100 = **A.**

LINEAR FEET OF EXTERIOR WOOD STUD WALLS
 (Treat exterior walls, sills, studs & sheathing 12" above box header & sills to satisfy 2' rule.)

÷ 160 = **B.**

LINEAR FEET OF ALL CRAWL SPACE/BASEMENT CONCRETE WALLS (wood)
 (Measure linear feet around support piers and foundation. Treat 24" vertical band.)

x 2 =

(Square feet)

÷ 400 = **C.**

LINEAR FEET OF ALL INTERIOR STUD WALLS (finished basement)
 (Treat sills, slab & 24" vertical band.)

NOTE: Plumbing penetrations included in calculations.

÷ 200 = **D.**

LINEAR FEET OF STUD WALLS AGAINST FOUNDATION (finished basement)
 (Within 3" of foundation, treat entire stud, slab, sill plate on slab & top plate.)

÷ 50 = **E.**

NUMBER OF BATH TRAPS (basement slabs only)
 (16 oz. / sq. ft.)

x .125 = **F.**

TOTAL GALLONS OF BORA-CARE 1:1 SOLUTION NEEDED (A+B+C+D+E+F) =



D/2 Biological Solution

Discover the D/2 difference!

D/2 Biological Solution is a biodegradable, easy to use liquid that removes stains from mold, algae, mildew, lichens and air pollutants. It is effective on marble, granite, limestone, brownstone, travertine, masonry, terra cotta, concrete, stucco, wood, and other architectural surfaces including monuments, sculpture and headstones. A contact time of only 10 to 15 minutes followed by scrubbing with a soft nylon or natural bristle brush will loosen most biological and air pollutant staining.

D/2 Biological Solution is effective for removing harmful biological and air pollutant staining from many building materials including masonry, marble, granite, limestone, brownstone, travertine, terra cotta, concrete, stucco, wood, canvas and vinyl & aluminum siding.

Features and Benefits

- **Fast acting:** 10 to 15 minutes contact time for great results.
- **Biodegradable**
- **Contains no acids, salts, or chlorine**
- **pH neutral**
- **Will not etch metals or glass**
- **Safer to use around plantings**
- **Is not a hazardous material and requires no special handling or protection**
- **Use full strength, no in-field mixing required**
- **Shelf life of 5 years**

Application Procedures

Always do a spot test sample before proceeding with project. D/2 works best when air and surface temperatures are 45°F or above. Use D/2 undiluted for best results. In the event of

excessive plant exposure, rinse all plants and water in all planted ground areas.

Immediate Result Method

1. Apply D/2 Biological Solution with a brush, roller, hand pump sprayer (garden style pump sprayer) or low pressure power sprayer.
2. Allow undiluted D/2 to remain on the surface 10-15 minutes.
3. Apply additional D/2 as necessary to maintain a wet surface.
4. Scrub with soft nylon or natural bristle brush. **DO NOT USE METAL BRUSH.**
5. Lightly mist with water and continue scrubbing.
6. Rinse thoroughly with clean, potable water.

No Scrub/No Rinse Method

1. Apply D/2 Biological Solution with a brush or pump sprayer to a dry surface. Do not pre-wet the surface.
2. Allow to dry. Repeat if there are heavy biological stains.

D/2 works with the elements and results occur within one week to one month depending on severity of growth and weather conditions. The surface will become cleaner over time as the subsurface biological stains release.

Safety Information

D/2 Biological Solution is non-mutagenic, and contains no carcinogenic compounds as defined by NTP, IARC, or OSHA. It is considered essentially non-toxic by swallowing, as it has an oral LD50 of 2.0 g/kg of body weight. No special ventilation is required during use.

Packaging and Coverage

D/2 Biological Solution is available in 1 gallon and 5 gallon containers, and 55 gallon drums. The area that can be treated with one gallon of D/2 will vary considerably as a function of the nature and extent of biological deposits, as well as the physical characteristics of the surface. Typical coverage to remove medium deposits will vary from 250 to 350 square feet per gallon.

Technical Data

Physical Form Transparent, low viscosity liquid

Color Almost colorless

pH 9.5

Specific Gravity 1.01g/cc

Solubility in Water Complete

Vapor Pressure 25 mm Hg @ 20°C

Notice: The information contained herein is based on our own research and the research of others, and it is provided solely as a service to help users. It is believed to be accurate to the best of our knowledge. However, no guarantee of its accuracy can be made, and it is not intended to serve as the basis for determining this product's suitability in any particular situation. For this reason, purchasers are responsible to make their own tests and assume all risks associated with using this product.

10/2012

**JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION:
SOLE SOURCE ACQUISITION**

1. **Contracting Organization:** The Town of Fort Myers Beach is responsible for this action. The Department of the Town Requesting is Culture, Parks and Recreation.
2. **Description of Action:** This procurement request is to justify the request for goods or services for the justification of a sole source vendor.
3. **Description of Goods or Services:** The purpose of this request is to secure the most qualified and experience vendor to conduct historical restoration on Mound House and the 1921 garage. The vendor, International Fine Art Conservation Studios Inc will be responsible for historical restoration and repair on the interior and exterior of the 1921 Historical Structure and Garage. This will include replacing any original wood that is rotten with similar wood and the repainting to prevent further damage to the 1921 Arts and Crafts Style structure and original 1921 Garage. All methodologies used will be in conjunction with the US Department of Interior Guidelines on Rehabilitation and Restoration of Historic Structures. The Mound House was placed on the National Register of Historic Places in 2019. See attached proposal. *
4. **Authority:** The authority permitting the sole sourcing of services is Town of Fort Myers Beach Ordinance 2007-01, Section 5, subsection C page 6 "Department Director determines in writing, after conducting a good faith review of available sources that there is only one source". "The requisitioning department shall submit to the finance department written justification as to why there is only one source."
5. **Applicability Of Authority:** International Fine Art Conservation Studios Inc is the only qualified vendor in the United States that can meet the historical restoration needs of Mound House and the justification is as follows:
 1. Over 30 years of experience in the field of historical restoration for National Register sites.
 2. Quality of restoration work that was completed for Mound House and Newton Beach Cottage in 2018 → 2021. to repair damage caused by Hurricane Ian.
 3. Unable to locate other companies with this type of experience and quality of work in the field of historical restoration and conservation.
6. **Efforts to Obtain Competition:** Review of companies or products was undertaken and attached to this document.
7. **Fair and Reasonable:** Comparison of cost for similar products are attached but due to the nature of the good or service we require International Fine Art Conservation Studios Inc. be awarded due to these reasons provided:
 1. Over 30 years of experience in the field of historical restoration for National Register sites.
 2. Quality of restoration work that was completed for Mound House and Newton Beach Cottage in 2018 → 2021. to repair damage caused by Hurricane Ian.
 3. Unable to locate other companies with this type of experience and quality of work in the field of historical restoration and conservation.
8. **Technical Requirements / Personnel Certification:** We hereby certify that the technical requirements and certifications are accurate.

9. **Department Director Certification:** I hereby certify to the best of my knowledge this justification is accurate and complete.

Aileen Giesen
Name

Aileen Giesen
Signature

1/26/2023
Date

Finance Review: _____

If over \$20,000 Must go to Town Council for approval.

Agenda Date Monday, February 6, 2023 Attach Copy for Audit _____



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RESUME - GEOFFREY M. STEWARD

Principal and C.E.O.,
International Fine Art Conservation Studios Inc.

Background, Training and Career.

Brixton School of Building, London, UK [1968]

Trained as a Quantity Surveyor and involved with all aspects of Historic Building conservation and restoration whilst working in the UK for an Architectural practice [1969 - 1973], a Structural Engineering practice [1974 - 1978], a Quantity Surveying Practice [1979 - 1980] and with an international contractor [1981- 1986].

From 1979 Mr. Steward worked regularly as a Consultant to International Fine Art Conservation Studios Ltd.,(IFACS) based in Bristol, England, on various projects in England and the U.S.A.

He served on the Board of Directors of the Biltmore Company (owner of Biltmore House) in 1985 and 1986 and was Managing Director of the UK group company Biltmore Restorations Ltd. from 1986 through 1987, and then Asheville Construction Co. Ltd. (1987 – 1991).

IFACS Inc. 1991 - 2016

He has lived in Atlanta, Georgia, since 1991 when he was appointed Operations Director of International Fine Art Conservation Studios Inc. of Asheville, NC. He was appointed Managing Director in 1993, then C.E.O in 1994, at which point he moved the company headquarters to Atlanta. He is responsible for all of the company's North American operations. He is the majority stockholder.

Geoffrey Steward has been involved with the restoration of historic buildings and their interiors for over 40 years. From Royal apartments at Kensington Palace and Windsor Castle to the Sultan of Brunei's Palace in Bandar Sera Begawan in Brunei and King Hussein's Palaces in Amman, Jordan, he has worked around the world assisting with projects in Abu Dhabi, Kuala Lumpur, Shanghai and Paris.

His U.S. work includes interior projects for the State Capitols in Ohio, Michigan, Alabama and Georgia, Biltmore House in Asheville, NC, Ca'd'Zan in Sarasota, Flagler College in St. Augustine and many historically significant buildings in over 20 states.

He is the Historic Interiors Consultant for the Edison and Ford Winter Estates – Edison Home, Guest House and Caretaker's Cottage in Fort Myers, Florida.

He is also the Historic Consultant and Grant Writer for the restoration of "El Jardin" – a Mediterranean Revival Mansion built on Biscayne Bay in Miami, Florida in 1919.

In 2009 & 2010 he was the Historic Consultant for the G.S.A. through MBP for the Elbert P. Tuttle US 11th Circuit Court of Appeals Building – 3rd Floor Court Room Restoration Project, Atlanta, Georgia.





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Recipient of:

- Two Awards for Excellence in Design, in January 1995 and January 1996, from the Art Commission of the City of New York for the conservation of murals in the New York City at the Criminal Courthouse and at a Public High School.
- An Award for Excellence for work at the Ohio State Capitol Building in 1992 and 1993 by the State of Ohio.
- Recipient of the Kansas Preservation Alliance "Award for Excellence" 2004 for the restoration of the Fox Theatre (1934)
- Recipient of the Salina Heritage Commission Design Award 2004
- Recipient of the inaugural Shutze Award for Craftsmanship 2007 for a trompe l'oeil Adamesque ceiling in a Library Reading Room in Miami, Florida.
- Hardman Farm in Helen, Georgia received two awards in 2011 for Excellence
- The Church of The Holy Cross in Sumter, SC received two awards in 2011 for Excellence.
- Award for Exceptional Work at The Virginia Theatre, Champaign, IL 2013
- SPLIA Preservation Award for the Apse Mural at the Old Whalers' Church, Sag Harbor, NY. 2016
- Award for Outstanding Achievement Award from the Florida Trust for Historic Preservation in 2017 for the Exterior Restoration of Flagler College (The Ponce de Leon Hotel), St. Augustine, FL.
- Award for Outstanding Achievement Award from the Florida Trust for Historic Preservation in 2019 for the Restoration of the Ca'd'Zan Swimming Pool.

Geoffrey has also served as an expert witness in several legal disputes, has lectured and conducted workshops around the world.

Currently he is directing major projects in St. Augustine, FL., Atlanta, GA., Coconut Grove, FL., and Sapelo Island, GA.

He also conducts an annual workshop on the Preservation, Conservation and Restoration of Historic Structures for graduating architects at the National University of Singapore in Singapore.

Major Historic Consultancy Projects – 1993 – 2019

Stetson University College of Law, Gulfport, FL – Consultant with Linda Stevenson, Stevenson Architects Inc., on 4 No. Fountain Restoration (2015) and original hotel structure (2016).

G.S.A. – Paint Study – All Public Areas - The Elbert P. Tuttle Courthouse, Atlanta, Georgia. (2012)

G.S.A – Condition Survey and Paint Study – The Joel Solomon Federal Courthouse and Courtroom, Chattanooga, TN. (2014)

Flagler College, St. Augustine, FL – Condition Survey – Historic Interiors (2010 – 16)

Columbia Theatre, Paducah, KY. – Paint Study & Fire Curtain Restoration (2015-16)

Stone Bridge Companies – The Colorado National Bank Building – Historic Areas Condition Survey and Budget (May 2011)

G.S.A. Historic Consultant – The Elbert P. Tuttle Courthouse, Atlanta, Georgia. Restoration of Two Courtrooms. (2009 – 2010)

Georgia Trust for Historic Preservation – Hay House, Macon, Georgia.

Various (December 1986 – September 2017)



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Alamance County Courthouse, Graham, North Carolina.

Paint Study for Roughton, Nickelson, De Luka, Architects, Chapel Hill, NC. (1/2009)

Georgia Tech, Atlanta, Georgia.

Atlanta Academy of Medicine – Paint Study for Menefee+Winer, Architects (1/2009)

Adurion Capital Management, London.

The British Colonial Hotel, Nassau, The Bahamas – Restoration Report (2008)

Georgia Department of Natural Resources – Parks and Historic Sites, Atlanta, Georgia. Consultant - Survey and Interior Inventory - Reynolds Mansion, Sapelo Island, Georgia. (February 2004)

Surber Barber Choate & Hertlein Architects, Atlanta, Georgia. Consultant - The Miller House, Madison, Georgia - Fire damaged highly decorated interiors. (2004)

Edison and Ford Winter Estates, Fort Myers, Florida. Interiors Consultant - Guest Cottage and Edison Home – Survey and Interior Decoration. (2003/4)

Zurich Insurance, Orlando, Florida.

Expert Witness – Court Case – Orlando, FL. - Major ‘damaged art’ court case. (2003/4)

Paramount Theatre, Austin, Texas.

Consultant - Preparation of Condition Survey and Budget Report. (2003)

Carrollton School of the Sacred Heart, Miami, Florida.

Consultant – ‘El Jardin’, Miami, Florida - Master Restoration Plan. (2002)

Consultant – ‘El Jardin’, Miami, Florida – Estate Restoration. (2003-2016)

Sony - Columbia Pictures – L.A., California & Miami, Florida.

Historic and Buildings Consultant – ‘Bad Boys II’ Location. (2002)

St. Martin’s Episcopal Church, Atlanta, Georgia.

Consultant - Preparation of Apse Restoration Plan and Budget. (2003)

St. John’s Episcopal Church, Tallahassee, Florida.

Consultant – Interiors and Wood Floors. (2002)

Consultant – Compass Rose – arranged the design, manufacture, shipping from the U.K. and installation of an identical compass rose to the one in Canterbury Cathedral. It was only the second one manufactured by the same metalworker in Kent, England. (2002/3)

Kansas Historic Theatres Association.

Consultant - Condition Survey and Budget Analysis for the Orpheum, Wichita, the Jayhawk, Topeka, the Augusta, Augusta, the Granada, Emporia, and the Opera House, McPherson. (1999)

Consultant - Condition Survey and Budget Analysis for the State Theatre, Garden City, the Palace Theatre, Kinsley and the Twilight Theatre, Greensburg. (2000)

Three additional Theatres surveyed - (11/2000)

Consultancy - Memphis, Tennessee.

Condition Report - Windows and Painting - Private Client. (1999)

St. Luke's Episcopal Church, Atlanta, Georgia.

Consultant - Conservation and Restoration of Apse Mural and full interior cleaning and redecoration of Apse and Nave. [c.1906] (1999)

Consultant - Research and Design - full interior decorative painting scheme - Nave and Chancel. (1999)
Hamilton Room Interior Decoration - (4/2000)

The Fox Theatre, Salina, Kansas.

Consultant - Restoration Project -Art Deco Interior (c.1931). (1998)

St. Paul's Greek Orthodox Church, Savannah, Georgia.

Consultancy – Iconostasis conservation + Expert witness. (1997)

Savannah College of Art and Design, Savannah, Georgia.

Consultant - 516 Abercorn Street, Savannah - historic graining. (1997)



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Private Client - Fairview Road, Atlanta, Georgia. Consultant - Neel Reid (Architect) House - 1918 -
Historic Finishes and Structure (1997)

Biltmore House, Asheville, North Carolina.

Consultant - Investigation of Library Bookshelves and Paneling finishes (1995)

Greek Orthodox Church of the Holy Trinity, Charleston, South Carolina.

Consultant - Investigation and condition evaluation report on apse mural, iconostasis icons, bust icons
and narthex paintings by Photis Kontoglou. (1994 - 1996).

Expert Witness – Hurricane Hugo Insurance claim. (1997)

Iconoplast Designs Inc., Toronto, Canada.

Consultant for Lyric & Apollo Theatres, 42nd & 43rd Streets, New York (now Ford Centre). (1996 –
1997)

St.Mary's Catholic Church, Charleston, South Carolina.

Consultant - Investigation and condition evaluation report on murals, wall paintings and historic
decoration. (1993)

SPEAKER RESUME 1993 - 2018:

Florida Trust for Historic Preservation, Tallahassee, Florida.

Speaker – ‘Interiors Workshop’ – Fort Myers, Florida – January 2004

Restoration Conference – Atlanta 1996.

Speaker – ‘The Restoration of Historic Theatres’

Georgia Trust for Historic Preservation, Atlanta, Georgia.

‘Decorative Finishes and Ornamental Plasterwork’ – A Restoration Workshop, Rhodes Hall, Atlanta –
November 2007.

**The Fourth Henry D. Green Symposium of the Decorative Arts, Georgia Museum of Art, Athens,
Georgia.**

Speaker – February 2008

3rd Architectural Paint Research Conference , Lincoln University, UK.

Speaker – “The Restoration of Hay House, Macon, Georgia” 2010

Georgia Trust for Historic Preservation – May 2013 & 2014

A.I.C. Conference, Chicago – 2017 – ‘Research, Encapsulation and replication of the Original 1844
Trompe l’oeil Apse Mural in the Old Whaler’s Church, Sag Harbor, NY

Preservation Institute, Nantucket – Historic Preservation at the University of Florida. July 2013.

National University of Singapore, Singapore – Historic Preservation Workshop – January 2014,
September 2015 and Singapore and Malaysia September 2016 and 2018.

Regular Workshops and Lectures for Various Organizations.



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Significant Historic Projects Completed under the Direction of Mr. Steward:

Wilton Crescent, London. House and Mews Cottage Restoration [c.1840]
Belgium Embassy, London. Building Restoration [c. 1860]
Fetcham Park House, England. Building Conservation and Restoration of Manor House [1764] including original mural and decorative painting conservation.
Fyning Hill Estate, England. Building Conservation and Restoration of Country House and Estate [c. 1865]
King Hussein's Palace, Amman, Jordan. Restoration of Palace Interiors.
Grosvenor Place, London. Conservation & Restoration of Decorated Interior [c.1850]
King of Brunei's Palace, Brunei. Interior decoration, including gilding, marbleizing and glazing to decorative fibrous plaster.
Kensington Palace, London. Conservation of Royal Apartment interiors.
Biltmore House, Asheville, NC. Internal Conservation and Restoration.
20, St. James's Square, London. Interior Conservation and Restoration of original Robert Adam House [1774] - decoration & paintings - 56 rooms including State Rooms.
British Foreign Office, London. Restoration of Historic and Decorative Fine Art.
Foreign Secretary's Residence, the Mall, London. Conservation and Decoration of Listed State Room Interiors [c.1860]
Buckingham Palace, London. Interior Decoration Conservation and Restoration.
Ohio State Capitol, Columbus, OH. Restoration and Conservation of Interior.
Rhodes Hall, Atlanta, GA. Internal Decoration Conservation and Restoration. [c.1906]
Hay House, Macon, GA. Internal Decoration Conservation and Restoration [c.1855]
The Supreme Court of the State of New York, Criminal Branch, 100, Center Street, New York City. - Conservation of the Mural "Justice" [1895] by Edward E. Simmons.
St. Michael's Church, Charleston, SC. Tiffany Conservation & Restoration [c.1895]
Universalist-Unitarian Church, Provincetown, Mass. Conservation & Restoration of 1850's trompe l'oeil Interior.
DeWitt Clinton High School, Bronx, NY. Conservation and Restoration of murals - Opening the Erie Canal [c.1905] by Charles Yardley Turner
Alabama State Capitol, Montgomery, AL Conservation of 8 Mural paintings by R. McKenzie. [c.1930]
Georgia State Capitol, Atlanta, GA Paint and Colour palette mock-up for Capitol Preservation Project .
Livingston County Courthouse, Howell, MI Conservation of ornate and highly decorated interior including restoration of historic decoration.
Flagler College, St. Augustine, Fl. - Restoration of murals and Tiffany painted decoration in Rotunda & Grand Staircase. Conservation of two monumental paintings by G. Schweissinger, and Osceola, by A.J.Curtis. Flagler Room, Tojetti Murals, Rotunda and Dining Hall (2011 - 2015) Exterior Elevations (2015) Lobbies



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First Street, Brooklyn, New York. Restoration and replication of Victorian Interior decoration - Reception Rooms, Entry and Stair Hall. Restoration of cherry wood paneling - Reception Rooms and Staircase.

Ohio Statehouse, Columbus, OH Conservation of 4 mural paintings - Rotunda. Trompe l'oeil decoration to Senate chambers and Majority and Minority Committee rooms and Law Library. Restoration of painted decoration and stenciling - Halls, Staircases, Grand Staircase, Corridors - Senate Wing.

Lyndhurst, Tarrytown, New York Restoration of historic decorative painting - Duchess' Bedroom & Garden Room. Conservation of 18 ceiling paintings, Passage of the Hours. Restoration of historic decoration - Entrance Hall.

Bayard Rustin High School, Manhattan, New York. Conservation of WPA Mural "The Art Contribution to Civilization of All Nations and Countries" by J. Charlot [1936]

Grace Episcopal Church, Charleston, SC Conservation of graining and decorative painting. Conservation and restoration of graining and faux stonework.

Public School 72, The Bronx, New York Conservation of two mural paintings by Oskar Hauenstein, [c.1925].

The San Francisco Plantation House, New Orleans, Louisiana. External restoration, redecoration and exterior graining. Interior consolidation of decorated surfaces.

The Engineer's Club, Dayton, Ohio. Restoration of finishes and paint. [c.1920]

The Jemison Van De Graaff Mansion, Tuscaloosa, Alabama.

Research, conservation and research of historic 1850's graining - All first floor principal rooms. Replication of historic wallpaper through stencil reproduction - Ladies Lounge and Bean Parlor. Conservation and repair to original Jefferson Davis mirror (14'3" high)

Savannah Public Library, Savannah, GA Conservation Restoration of W.P.A. Mural.

The Fox Theatre, Salina, Kansas. Restoration of Art Deco Interior [c.1931]

St.Luke's Episcopal Church, Atlanta, Georgia. Conservation and Restoration of Blashfield Apse Mural (1999 & 2015) and full interior cleaning and redecoration of Apse and Nave.(c.1906)_Design and execute full interior decorative painting scheme - Nave and Chancel. Hamilton Room Interior Decoration (1999)

Asa Candler Mansion, Atlanta, Georgia. Interior Restoration.

Colorado Business Bank, Denver, Colorado. Conservation and Restoration of Historic 1920's Banking Hall + Decorated Beamed Ceiling. Decorative Painting and Plasterwork.

Alban Towers, Washington, DC. Stripping paint from historic ornamental plaster and restoring original textured and glazed finishes [c.1924]

Dayton Masonic Temple, Dayton, Ohio. Interior Design, Stencil Design & Decorative Painting to Banqueting Hall. Conservation and Restoration of Committee Room Ceiling. 1500 Seat Main Auditorium Restoration.(2000 – 2015)

'Ca'd'Zan', The John & Mable Ringling Museum of Art, Sarasota, Florida.

Conservation and Restoration of fine art finishes, murals and historic surfaces throughout the mansion. Furniture restoration. (2000 – 2018) Swimming Pool (2018)



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All Saints Church, Clinton, South Carolina. Interior wood graining to 1850's interior.
Church of the Holy Cross, Stateburg, South Carolina. Restoration of faux stone interior after extensive structural repairs to 1850's Episcopal Church.
Plantation House (c.1840), Chapman, Alabama.
Preservation, conservation and restoration of all 25 panels of a 1830's DuFour Scenic Wallpaper "*Views from the Banks of the Bosphorus*"
'El Jardin', Miami, Florida. Conservation and Restoration Projects 2001 – 2015.
J.R. Reynolds Mansion, Sapelo Island, Georgia. Consolidation and stabilization of Athos Menaboni Murals in the 'Circus Room' & Solarium [c.1935]
F.D.R's Stagecoach (1870) – Warm Springs, Georgia. Restoration of Exterior Fine Art and Gilded Decoration
Hardman Farm, Helen, GA – Full interior surface cleaning and conservation of historic surfaces and repair of ornamental plasterwork.
GA Veterans Memorial State Park – Paint Study and Surface Conservation – Military Artifacts – Tanks and Planes. (2011 – 2013)
The Virginia Theatre, Champaign, IL – Auditorium - Full Interior Restoration (2012-3)
Atlanta Masonic Center – Condition Survey and Restoration of 79 Historic Backdrops (2008 – 2015)
Fort Myers Post Office – Restoration of 2 Highly Ornamental Decorative Ceilings (c.1932)(2013)
GA Department of Natural Resources – All Fine Art Conservation, Decorative Painting, Artifact Restoration, Art Conservation and Preservation - Various State Parks, Historic Buildings, Museums (2002 – 2013)
Colorado National Bank (1927) – Restoration of all historic interiors including 16No. Alan Tupper True Murals, Ornamental Plasterwork, Safes, Marble and Coffered Ceiling. (2011 – 2014).
Old Whalers Church, Sag Harbor, NY – Research and replication of original 1843 trompe l'oeil mural 40' x 25' (2014)
The Fox Theatre, Atlanta – Restoration of Oasis Court Mural (2015) and restoration of Grand Salon (2015)
Peachtree Christian Church, Atlanta – Restoration of Damaged Ceiling Panels. (2014)
Flagler College, St. Augustine, FL – Restoration of 360 windows on all elevations, terra-cotta restoration and general elevational restoration (2014 – 2016)
The Columbia Theatre, Paducah, KY – Fire Curtain Restoration and Interior Mock-ups. (2015-16)
The Eustis Mansion, Boston, MA – Interior Mock-ups for Historic New England. (2016)
Glenn Memorial Church and Lullwater House, Emory University, Atlanta, GA – Interior restoration and repairs (2015-16)
The Fox Theatre, Atlanta – Restoration of the Arcade, Egyptian Ballroom and General Conservation of Historic Interiors (2016 – 2019)

International Fine Art Conservation Studios, Inc.

Geoffrey M. Steward
PO Box 81509
Atlanta, GA 30366
TEL 404-794-6142
FAX 404-794-6229
E-Mail: ifacs@bellsouth.net
Web: www.IFACS.net

IFACS undertakes all aspects of conservation and restoration of easel paintings, murals, frescoes, ornamental plasterwork, interior and exterior decorative painting, and the execution of modern interior designs. They can provide surveys, scientific and technical analysis, and budget costs for conservation or restoration projects, and are happy to prepare estimates and time schedules.

Clients include: the state capitols of Ohio, Pennsylvania, Alabama and Tennessee; Biltmore House, NC; Flagler College, FL; Georgia Trust for Historic Preservation; and in London, England: Buckingham and Kensington Palaces; the Houses of Parliament; and The Foreign Office.

Recipient of two Awards for Excellence in Design by the Art Commission of the City of New York, January 1995 and 1996.

Also see these GUILD sourcebooks:
Architect's Edition: 11, 13

A *The Chariot of Aurora* by G.A. Pellegrini (1675-1741), ceiling canvas restoration, Biltmore House, Asheville, NC

B 20/21 St. James's Square (detail)

C Complete restoration of original Robert Adam House, 20/21 St. James's Square, London, England



A



B



C

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Recipient of Award for Excellence in Design by the Art Commission of the City of New York, January 1995.

A Old library ceiling, Tennessee State Capitol

B Foreign Office, London, England



A



B

THE ART COMMISSION OF THE CITY OF NEW YORK

Award for Excellence in Design

To

INTERNATIONAL FINE ARTS CONSERVATION STUDIOS, INC.

For

CONSERVATION OF THE MURAL "JUSTICE"
BY EDWARD EMERSON SIMMONS, AN ADOPT-A-MURAL PROJECT,
CRIMINAL COURT OF THE CITY OF NEW YORK, MANHATTAN

A Project of

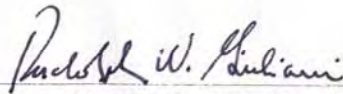
THE NEW YORK CITY DEPARTMENT OF GENERAL SERVICES

with

THE MUNICIPAL ART SOCIETY

and the support of

MRS. FLORENCE D'URSO



Mayor of the City of New York



President of the Art Commission

THE ART COMMISSION OF THE CITY OF NEW YORK

Award for Excellence in Design

To

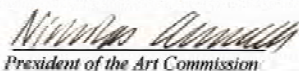
INTERNATIONAL FINE ART CONSERVATION STUDIOS,
CONSERVATOR

For

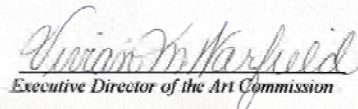
CONSERVATION OF THE MURAL
"THE ART CONTRIBUTION TO CIVILIZATION
OF ALL NATIONS AND COUNTRIES" BY JEAN CHARLOT,
AN ADOPT-A -MURAL PROJECT,
BAYARD RUSTIN HIGH SCHOOL, MANHATTAN

A Project of

THE BOARD OF EDUCATION
WITH THE MUNICIPAL ART SOCIETY AND
THE SUPPORT OF REBA AND DAVE WILLIAMS



President of the Art Commission



Executive Director of the Art Commission



The Biltmore Company Board of Directors

October 7, 1986

John B. Finnie John S. Stevens John S. Barratt Geoffrey Steward Sir Hugh Cubitt E. MacGregor Strauss Henry Hoffstot William A.V. Cecil, Jr.

— Standing, left to right —

Richard T. Pressley Stephen P. Miller Diana Ryan Cecil Pickering Mary Ryan Cecil Sir Nigel Cecil William A.V. Cecil, Chairman Maurice H. Winger, Jr.

— Seated, left to right —

Florida Preservation Award

Tall Timbers is pleased to announce that the John Russell Pope designed house at Dixie received a 2020 Florida Preservation Award for Restoration/Rehabilitation by the Florida Trust for Historic Preservation. The awards recognize people, organizations and communities who have worked to protect Florida's extraordinary history and heritage. Award recipients were selected by a jury from around the state representing a variety of backgrounds and experiences.

"Although we are living in unprecedented times, it was important to us to continue our work recognizing excellence in historic preservation in our state," said Florida Trust Board President Friederike Mittner. "Thank you to our award winners for all they do for preservation in our state."



An oak allee leads to the front entrance of the Dixie House.

The 9,100-acre working/conservation property in Jefferson County is located in the heart of the Red Hills region, a distinct American landscape rich in natural and cultural resources. Under the Livingston family, the land became a highly regarded wild quail hunting preserve and one of the finest field trial venues in North America. The centerpiece of this grand estate is the 14,200-square-foot Neo-Classical Revival mansion designed in 1936 by John Russell Pope, one of the nation's most prominent twentieth century architects. The Livingston residence was his only Florida-constructed design.



Thanks to the financial support from the State of Florida and significant private donations, Tall Timbers/DPR, Inc. has completed a three-phase restoration and rehabilitation of the historic house.

The expertise of Edwards Olson Architecture and Childers Construction Company ensured a high-quality final result, including exterior and interior finishes, a commercial grade kitchen, central heating and air conditioning, repaired plumbing, and life safety and accessibility upgrades.



IFACS conducted a study of the historic paint colors in the Dixie House. The consultants exposed the original colors using the bullseye mechanical method which involves carefully sanding an

In addition, the award recognizes the craftsmanship of International Fine Art Conservation Studios, Inc. (IFACS) in the restoration of the historic paneled rooms. IFACS also conducted a detailed historic paint analysis to determine the original interior colors of the building.

exposure through all layers of paint until the plaster or timber substrate is reached. IFACS used a spectrophotometer to read the bullseye samples using the Munsell color standard for recording the results. Tall Timbers used IFACS' detailed report to select paint for repainting the interior in original colors.



According to the IFACS paint study, the dining room had been coated with a rainbow of paint throughout the history of the Dixie House and has now been restored to its original neutral colors. The more muted tones highlighted the elegant trim, artwork, and furniture the Livingstons placed in the room.



The second and third floor rooms were suffering extensive paint failure due to poor surface preparation and lack of an HVAC system. Once the HVAC system was installed, the interior surfaces were repaired, prepped properly, and repainted in the historic paint colors as determined by IFACS. The natural green tone in this bedroom complements the landscape around the house.



The historic paneling in the living room had been poorly refinished at some point unknown to Tall Timbers, and it was dark and dingy. After detailed surface testing and research, IFACS restored the living room paneling and trim to its original finish.



IFACS conservators thoroughly cleaned and restored detailed wooden trim, including fireplace mantles.

The restored venue will soon open to host scientific meetings and community events. According to Kevin McGorty, Land Conservancy Director, “the completion of this restoration project returns this unique country house to its rightful place as one of Florida’s architectural gems.”



IFACS Chief Conservator Mary Aldrich restores historic wood paneling in the Dixie House living room. Tall Timbers hired IFACS to study and restore the historic finishes of the living room paneling. IFACS also cleaned the historic paneling in the library, gun room, bar, and master bedroom sitting area. Additionally, IFACS developed

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*instructions for future care of the
paneling.*

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this ____ day of _____, **2023**, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **International Fine Art Conservation Studios, Inc.** with an address of **P.O. Box 81509, Atlanta, Georgia 30366** (hereafter "Provider").

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

1. **Scope of Services.** Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. **Term.** The term of this Agreement is commences on _____ and terminating on _____.
3. **Payment Obligation.** The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. **Provider's Obligations.** The Provider's obligations include, but are not limited to, the following:
 - a) **Licensure.** The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) **Provision of Services.** The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.
 - c) **Non-Waiver.** Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials

furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

- d) *Indemnity and Hold Harmless*. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement.
 - e) *Non-Public Information*. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) *Statutory Duties*. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) *Disclosure*. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. *Commencement and Completion of Work*. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
6. *Insurance*. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A".
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall 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 Contract's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract. If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
 - e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. Prohibition Against Contracting with Scrutinized Companies. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

16. Miscellaneous Provisions.

- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
- b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: _____
Keith Wilkins, INTERIM TOWN MANAGER

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: International Fine Art Conservation Studios, Inc.

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of witness

Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ____ day of _____ 2023
BETWEEN THE TOWN AND **International Fine Art Conservation Studios, Inc.**
PROVIDER.

1. **SCOPE OF SERVICES:** The Provider will perform the following services under this Agreement:

Please see Attachment 1

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ____ day of _____ **2023**
BETWEEN THE TOWN AND **International Fine Art Conservation Studios, Inc.**
PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":

Please see Attachment 1

2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

N/A

EXHIBIT "C"

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
- c) Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- d) Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS SA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y N		IS THE ACTIVITY OF THIS CONTRACT...																	
		DBE? Y N		CONSTRUCTION ? Y N																	
		MBE? Y N		CONSULTATION? Y N																	
		WBE? Y N		OTHER? Y N																	
		SDB 8A? Y N																			
IS THIS SUBMISSION A REVISION?		Y N		IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT																
VETERAN					PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
ETHNICITY	CODE																				
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Subcont. Asian American	SAA																				
Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:					DATE																

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Attachment 1



International Fine Art Conservation Studios Inc.

HISTORIC CONSULTANTS

RESTORERS AND CONSERVATORS OF PAINTINGS, MURALS & HISTORIC DECORATION

P. O. Box 81509, ATLANTA, GEORGIA 30366

WWW.IFACS.NET

TEL: 404-794-6142

EMAIL: IFACS@BELLSOUTH.NET

January 20th 2023

Federal ID# 56-1678718

Ms. Alison Giesen,
Director of Culture, Parks & Recreation
Town of Fort Myers Beach
The Mound House
451 Connecticut Street,
Fort Myers Beach, FL 33931

Dear Ms. Giesen,

**Re; Report and Cost Proposal for Post Hurricane
Ian Damage and Repairs at the Mound House.**



Further to our meeting at the Mound House on Thursday 17th November 2022, and our proposal dated December 2nd 2022, please find our report and cost proposal for the scope of work as scheduled below;

Overview.

On Thursday 17th November 2022, the writer attended site and inspected the Mound House with Ms. Alison Giesen, Director, Culture, Parks & Recreation, the Town of Fort Myers Beach. The purpose was to assess the damage to the building caused by Hurricane Ian on October 26th 2022 and to provide a cost proposal for all repairs to the damaged surfaces and structure to two of the historical buildings (The Mound House, a 1921 Arts and Crafts Style Structure and the 1921 Garage) located at 451 Connecticut Street, Fort Myers Beach, FL 33931.

All photographs included within this report were either taken on November 17th 2022 or later. They reflect the condition of the building



Recipient of The Art Commission of The City of New York "Excellence in Design" Award – 1995 & 1996

Recipient of the Kansas Preservation Alliance "Award for Excellence" - 2004

Recipient of the Salina Heritage Commission Design Award - 2004

Recipient of the Shutze Award for Craftsmanship - 2007

Recipient of "Building Champaign Parks" Award for Exceptional Work at the Virginia Theatre – 2013

SPLIA Preservation Award for the Apse Mural at the Old Whalers' Church, Sag Harbor, NY – 2016

Florida Trust for Historic Preservation - Outstanding Achievement Award for Flagler College – 2017

Florida Trust for Historic Preservation - Outstanding Achievement Award for Ca'd'Zan Pool Restoration – 2019

Florida Trust for Historic Preservation - Outstanding Achievement Award for the Dixie Mansion – 2020



January 20th 2023

Ms. Alison Giesen,
The Mound House, The Town of Fort Myers Beach
Re; Report and Cost Proposal for Post Hurricane Ian Damage
and Repairs at the Mound House.

A. Generally, the condition of the structure appears sound. The main damage was caused by hurricane force winds and the tidal surge. Several of the second floor porch screens were ripped apart from the wind, the roof sustained considerable damage and is scheduled for replacement. Currently the roof is effectively shrink wrapped to prevent ingress of rainwater prior to replacement. Some of the gutters and down pipes are missing and will have to be replaced.



B. As the building is constructed directly on a 2,000 year old historic shell mound, it is doubtful how solid the foundations are after the various alterations made over the years. It is possible there is just a concrete slab. The other concern is that shell mounds are quite fluid and there is often differential settlement due to the shells moving depending on sea levels, strong tides affecting the water table level and occasional hurricanes and storm surges, all which can move the structure 'floating' on top of the shells, however compacted they may be. Several settlement cracks in the surrounding concrete paving around the building show signs of past movement, and these have been repaired by IFACS during past visits necessitated by inclement weather, specifically Hurricane Irma back in 2017.



C. The storm surge reached the Mound House and Office/Garage building and flooded the ground floors of both buildings. The timber ground floors in the Mound House have buckled and will need to dry out prior to refinishing. During the refinishing preparation, the structural floor timbers will be inspected for any signs of damage, and if any is recorded, some replacement may be necessary to retain the structural integrity of the ground floors.





January 20th 2023

Ms. Alison Giesen,
The Mound House, The Town of Fort Myers Beach
Re; Report and Cost Proposal for Post Hurricane Ian Damage
and Repairs at the Mound House.

D. The installed hurricane door and window protection, consisting of woven flexible material secured with Tapcon concrete screws installed into the brickwork adjoining the windows and doors, were effective in preventing damage, although several of the Tapcons were ripped from the walls, and the fabric was torn in several areas. The damaged fabric will have to be replaced and new chemical anchors installed to prevent future removal by hurricane force winds. The strength of the wind and rain coupled with salt water from the storm surge has damaged the timber windows and doors, causing substantial rusting to the fixtures, fittings, hardware and screens. Further inspection will be made prior to commencement of restoration work to ascertain the necessity to replace all or some of the screens, hardware etc., or whether they can be repaired and reused. The basic window and door carcasses and frames are sound but will need adjusting, repairing and repainting.





January 20th 2023

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E. The bead-board floors and ceilings on the second floor porch have been affected by the wind and rain blowing in from the roof and through the screens and will need substantial repairs and realignment as well as redecoration.





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F. All repairs will comply with the US Department of Interior's Guidelines for the Rehabilitation of Historical Buildings in order to preserve the historical integrity and as much of the historic fabric as possible of these buildings that have been designated as historically significant and are listed in the National Register of Historic Places.

G. Scope of Work.

1. Exterior.

i Screens.

Screens on the 2nd floor porch area – several panels were blown out during the hurricane and need to be rescreened with Bronze screening as attached details. Some of the support and framing timbers need repair and/or replacing.



ii Gutters and Downpipes.

Replacement gutters and downpipes need to be sourced, purchased and reinstalled. (This may form part of the re-roofing project, depending on the roofing contractor's recommendations.)



iii Hurricane Screening.

Replace damaged and ripped screens (supplied by Client) and reinstall Tapcon anchors or similar chemical anchors and ensure all existing anchors are permanently secured within the brickwork.





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iv External Beadboard Ceilings and 2nd Floor External Porch Floors.

Check all beadboard and floorboards for damage/splitting/warping/rot or loose boards and re-fix or replace as necessary. Check on structural and support timber and joists if soft spots or damage noted during replacement of boards and repair/reinforce/renew as necessary. Apply Boracare or D/2 biocide to any voids or interstitial spaces above the ceiling or beneath the floorboards to prevent any mould or insect infestations.



v External Brick Columns.

Inspect all brickwork support columns and repair/re-mortar/repaint as necessary.

vi Shingle Siding.

Inspect all shingles around the exterior elevations and re-fix/repair/repaint as necessary.

vii Exterior Hardware.

Inspect all exterior hardware on French doors for salt water damage from the storm surge and replace as necessary to match any remaining existing hardware.



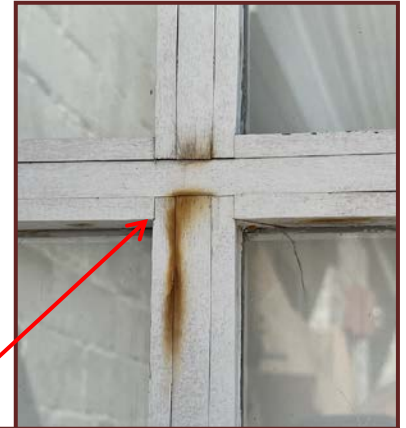


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viii Windows, Doors and Screens.

Inspect all windows, doors and screens for storm damage and repair and prepare all surfaces for repainting including removal of delaminating paint, any glazing to windows, replacement of broken glass, replacement of damaged or rusting screens, to restore the appearance to pre-hurricane Ian condition. Ensure all windows and doors fit properly or adjust as necessary to mitigate any ingress of rain or storm water.





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ix Exterior Decoration.

Inpaint/Redecorate all storm damaged exterior paintwork to walls, columns, beadboard, windows, doors and trim as necessary, to restore the appearance to pre-hurricane Ian condition. Wash down all areas of previously painted masonry brickwork and prepare samples of lime based colour washes for client approval and apply to prepared masonry damaged by storm surge and torrential rain and winds.



2. Interior.

i. Flooring.

Restore all storm surge damaged/warping/splitting and springing ground floor heart pine flooring as necessary including checking on floor joists and executing all repairs and refinishing repaired/restored/replaced areas of floors as necessary including stabilizing any 'soft' spots, all levelling necessary, staining water stained/bleached boards as necessary to restore the appearance to pre-hurricane Ian condition.





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ii Walls and Baseboards.

Restore all storm surge damaged baseboards and dry wall as necessary including checking on studs and executing all repairs and refinishing repaired/restored/replaced areas of walls or baseboards as necessary to restore the appearance and condition to pre-hurricane Ian state.



H. Office Building/Garage.

Check all interior baseboards, walls and thresholds and all areas of the exterior of the building that suffered damage by Hurricane Ian and repair and redecorate as necessary to restore the interiors and exterior of Office Building/Garage to restore the appearance to pre-hurricane condition.





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INTERNATIONAL FINE ART CONSERVATION STUDIOS Inc.

P.O. Box 81509, Atlanta, GA 30366

January 20th 2023

The Mound House Estimate - Post Hurricane Ian Restoration.



Line Item Analysis

			Cost
The Mound House.			
G. Scope of Work.			
1 Exterior.			
	i) Screens.		\$ 8,368.00
	a) Allowance for Bronze Screening.		\$ 1,000.00
	ii) Gutters and Downpipes (Allowance).		\$ 3,138.00
	a) Allowance for Materials.		\$ 500.00
	iii) Hurricane Screening.		\$ 4,184.00
	iv) External Beadboard Ceilings and Porch Floors.		\$ 15,899.20
	a) Allowance for Materials.		\$ 3,500.00
	v) External Brick Columns.		\$ 2,928.80
	vi) Shingle Siding.		\$ 1,673.60
	vii) Exterior Hardware		\$ 4,707.00
	a) Allowance for Materials.		\$ 2,000.00
	viii) Windows, Doors and Screens.		\$ 24,058.00
	a) Allowance for Materials.		\$ 1,500.00
	ix) Exterior Decoration.		\$ 15,271.60
	x) Allowance for Scaffolding/Access Lifts.		\$ 3,000.00
2 Interior.			
	i) Flooring.		\$ 4,884.82
	ii) Walls and Baseboards.		\$ 1,046.00
H. Office Building/Garage.			
	i) Interior and Exterior Repairs.		\$ 2,092.00
		Sub-Total	\$ 99,751.02
Accommodation.			
	Airbnb - 2/6/23 - 3/10/23 (4 Bed/2 Baths)	\$ 16,000.00	\$ 16,000.00
		Sub-Total	\$ 115,751.02
Contingency Sum - For unforeseen conditions.		3%	\$ 3,472.53
			\$ 3,472.53
Total Cost Proposal.			\$ 119,223.55



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Ms. Alison Giesen,
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Summary

All in accordance with Sections G & H above and conditioned by notes a through o below.

Total Project Estimate \$119,223.55

- Our price includes for craftsman, materials, insurances, accommodation and supervision.
- The work will be commenced at an agreed date early in 2023, and be completed approximately 4 weeks after commencement, depending on prevailing site and weather conditions.
- Our Estimate includes for a team of four senior craftsmen for the duration of the project.
- Allowances have been included above for the various materials, scaffolding and/or access equipment, accommodation and a contingency sum. Material and accommodation costs will be supported by invoices/receipts during the final account analysis/submission.

Notes:

- a. We have assumed that this work can be executed during the period to be agreed, if other Mound House projects are being executed, with free unencumbered access to areas that are included within our proposal.
- b. In order to properly execute the works in accordance with the agreed contract sum, IFACS will require access to the property as detailed, a programme of works for which will be discussed and agreed. It is proposed to provide a conservator or conservators to attend site at specific times to execute the works within the agreed period. During drying and/or curing periods there may be no IFACS staff on site.
- c. The Client will at all times keep the areas where IFACS are working available to allow continuity of working. The Client shall not take any action, which could adversely affect the works executed by IFACS either during that execution or at any time during the drying or curing times that will be specified and supplied to the Client.
- d. We have allowed for protection and daily cleanup in the areas where we are working.
- e. The Client will ensure that an adequate electrical supply and clean running water adjacent to the work areas will be provided free of charge for the duration of the project.
- f. An initial site meeting with the Client is requested to review the project, ensure the correct specification and materials as well as the locations and to answer queries and ensure continuity.
- g. If you find our proposal acceptable we would require a mobilization payment of 30% to be made upon commencement on site, an interim stage payment of 30% after two weeks on site, a further stage payment of 20% after 3 weeks on site with the balance of 20% being paid within 7 days from completion and acceptance of the work by yourselves. No retention is to be held.



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- h. Once the work has been completed and accepted by the Client, the Client is responsible for all protection.
- i. If extra works are necessitated due to the expansion of the scope of works or if change orders are instructed by the Client, IFACS reserves the right to negotiate the extra costs of these works and to increase the programme to allow sufficient time to execute these works. This will apply in the event of other trades causing disruption and/or delays to the schedule.
- j. All matters of a financial or programme implication will be dealt with by way of an IFACS site query sheet which will be used as a method of determining answers to questions, agreement of site instructions, requests for any change orders necessitated by changed conditions or by design alterations or Client changes.
- k. The Client will at all times keep the areas where IFACS are working available to allow continuity of working. Advance notice of any activities which will preclude IFACS working during those activities will be provided to IFACS to allow adequate time to schedule the work accordingly. Generally IFACS works an 8 ½ or 9 hour day and an occasional Saturday. No Sunday working will be scheduled.
- l. Should work outside of regular hours be necessary, the Client will allow IFACS additional access to the site, providing prior arrangements have been made with the Client.
- m. IFACS is fully insured in respect of their sections of work and will cover workers compensation, third party and their own plant and materials. The Client will cover all other aspects of the required insurances as required, including accidental damage, fire and flood, etc. IFACS Liability insurance is rated at \$3 million for any specific incident. A copy of IFACS Insurance coverage is available upon request.
- n. IFACS will require access to their working areas from the dates specified in accordance with a schedule to be agreed between IFACS and the Client, prior to commencement.
- o. IFACS will staff the site with senior conservators. Mary Aldrich, IFACS Chief Conservator will be responsible for the day-to-day IFACS activities on site.

If you have any queries on any of the above or require clarification of any element of our above proposal, please do not hesitate to call me.

I look forward to hearing from you in due course.

Best regards,

For and on behalf of International Fine Art Conservation Studios Inc.,

Geoffrey Steward
Managing Director

PHIFER

INSECT SCREENING

SPECIALTY
METAL SCREEN
FOR WINDOWS, DOORS
AND PORCHES

WEAVING
EXCELLENCE
WITH
INNOVATION

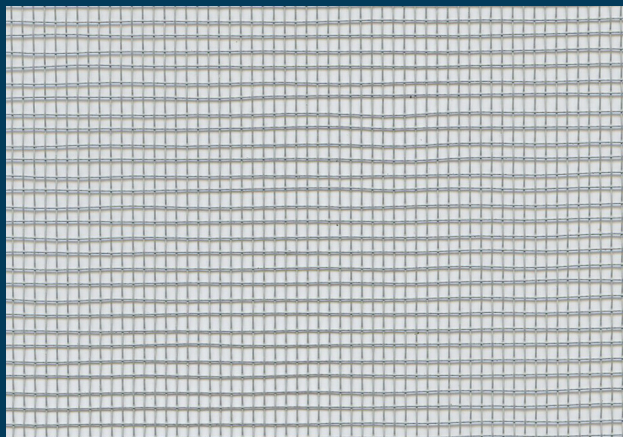


Galvanized Screen

BY PHIFER

Galvanized Screen is a high performance standard steel screen ideal for a number of indoor/outdoor and industrial uses. Galvanized with a protective coating to prevent rusting and enhance durability, this screening is a popular choice for insect screening, fencing, landscaping, farming and building and construction projects.

Gray

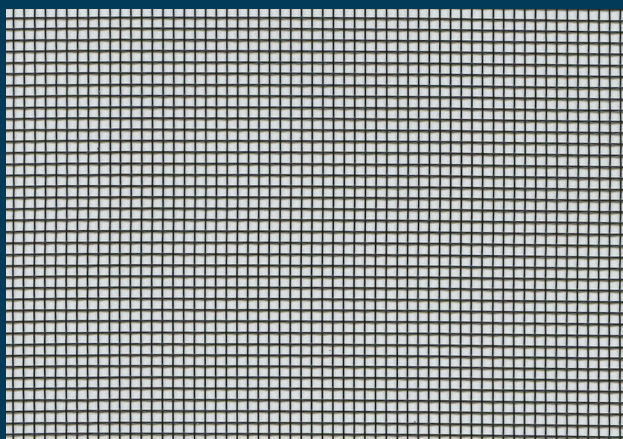


SeeVue®

BY PHIFER

SeeVue® is woven from stainless steel, which improves visibility with its fine wire diameter, and makes this product much stronger than standard insect screen. SeeVue is designed to maximize an outward view, making it sharper and more brilliant. It allows superior airflow, meets the high standard of insect protection, and is suitable for fabrication in conventional screening applications such as windows, doors and porches and safe to use with pressure-treated lumber.

Black

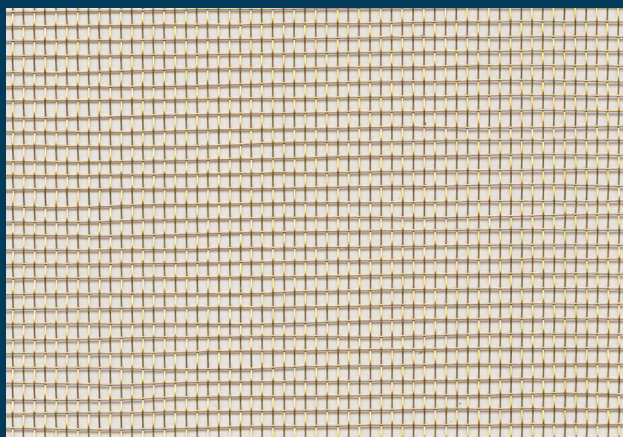


Bronze Screen

BY PHIFER

Bronze Screen is an effective way to control pests, while reviving the elegant charm of past years. Its bright copper color weathers to a beautiful dark bronze finish, coordinating with copper architectural accents such as roofing, dormers, and gutters. Made of 90% copper, it is excellent for use in screen doors, windows and porches providing strength and durability.

Bronze*



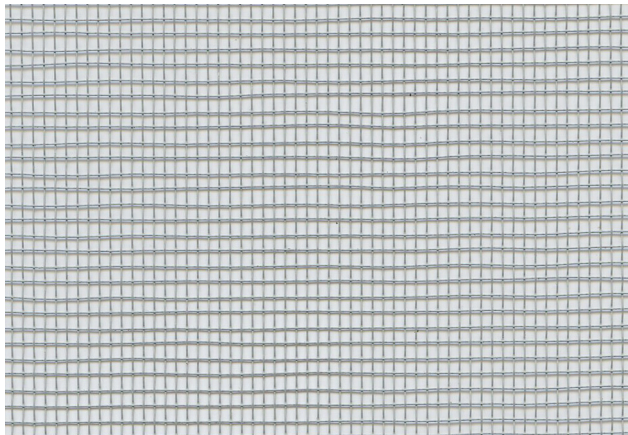
Bronze, stainless steel and galvanized steel – Phifer covers the bases with a host of brawny metal screening options suitable for window, door and porch applications. Strength and durability combine with good ventilation and insect protection in this range for the complete screening package.

Specialty Metal Screen

FOR WINDOWS, DOORS AND PORCHES



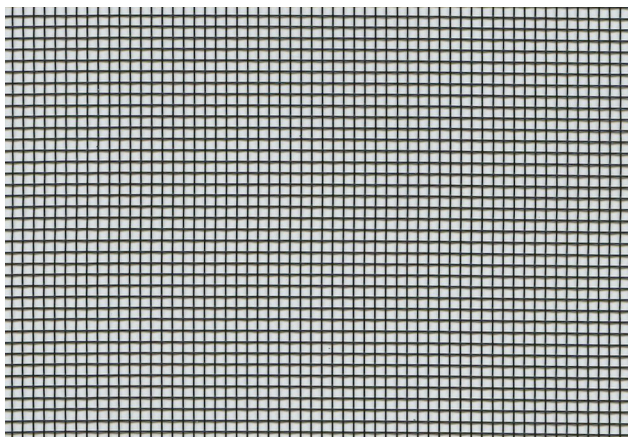
Gray



GALVANIZED

COLORS	Gray
WIDTHS	24", 30", 36", and 48" (60.9 cm, 76.2 cm, 91.4 cm, 96.2 cm, and 121.9 cm)
ROLL LENGTH	100' (30.48 m)
PACKAGING	Individually boxed

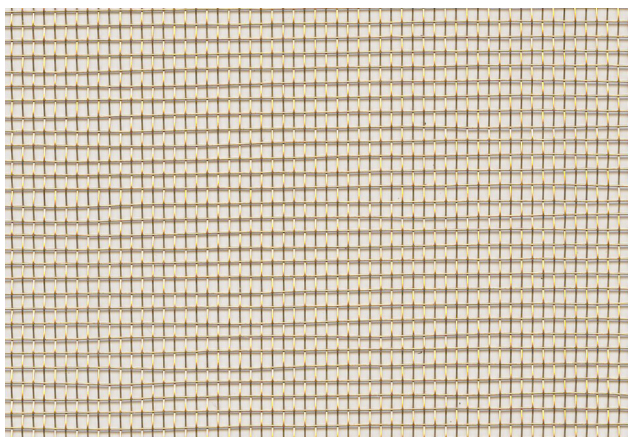
Black



SEEVUE

COLORS	Black
WIDTHS	36", 48", and 60" (91.4 cm, 121.9 cm, and 152.4 cm)
ROLL LENGTH	50' and 100' (15.24 m and 30.48 m) in all widths; 25' (7.62 m) in all widths except 60" (152.4 cm)
PACKAGING	Individually boxed

Bronze*



BRONZE

COLORS	Bronze*
WIDTHS	24", 30", 36", 42", 48", 60" and 72" (60.7 cm, 76.2 cm, 91.4 cm, 106.7 cm, 121.9 cm, 152.4 cm and 182.9 cm)
ROLL LENGTH	50' and 100' (15.24 m and 30.48 m)
PACKAGING	Individually boxed

**The brite copper color of Bronze Screen weathers to a beautiful dark bronze finish.*



P. O. Box 1700 • Tuscaloosa, Alabama 35403 -1700 USA
Phone: 205.345.2120 • FAX: 205.750.4890
Toll Free USA/Canada: 1.800.854.9473
phifer.com • ISO Registered





REMEDIAL CONSTRUCTION TECHNICAL BULLETIN

BORA-CARE®

Existing Construction Treatments for the
Prevention of Subterranean Termites



BORA-CARE® TECHNICAL BULLETIN:

Existing Construction Treatments for the Prevention of Subterranean Termites and other WDOs

(ALWAYS READ, UNDERSTAND AND FOLLOW LABEL COMPLETELY BEFORE ANY APPLICATIONS.)

INTRODUCTION

Bora-Care is a highly effective, long-lasting termiticide, insecticide and fungicide concentrate that can be used against active subterranean termite infestations and other wood destroying organisms in existing construction. Since its introduction to the pest control industry in 1990, Bora-Care has protected wood against wood destroying organisms (WDOs) such as termites, powderpost beetles, carpenter ants and decay fungi in both preventative and remedial treatments.

Bora-Care penetrates wood components and may be used on all cellulosic materials including wood, plywood, particle board, paper, oriented strand board (OSB), cardboard and wood composite structural components to protect them from WDOs. It may also be applied to concrete block, metals, PVC plumbing pipes, bath traps and other non-cellulosic materials found in structures. This will keep termites out of a structure's potential entry points, preventing wood damage.

Existing construction treatments may include:

- 24-inch band treatments to prevent subterranean termite infestation
- Spot treatments of WDO-infested areas
- Remedial or preventative treatments in areas such as attics, basements, crawlspaces or enclosed wall voids.

- Complete whole-house treatments using a combination of the above treatments

See Table A for the Bora-Care solution ratios appropriate to the kind of treatment(s) you need to do.

Always check area regulations to make sure your treatment program is in compliance.

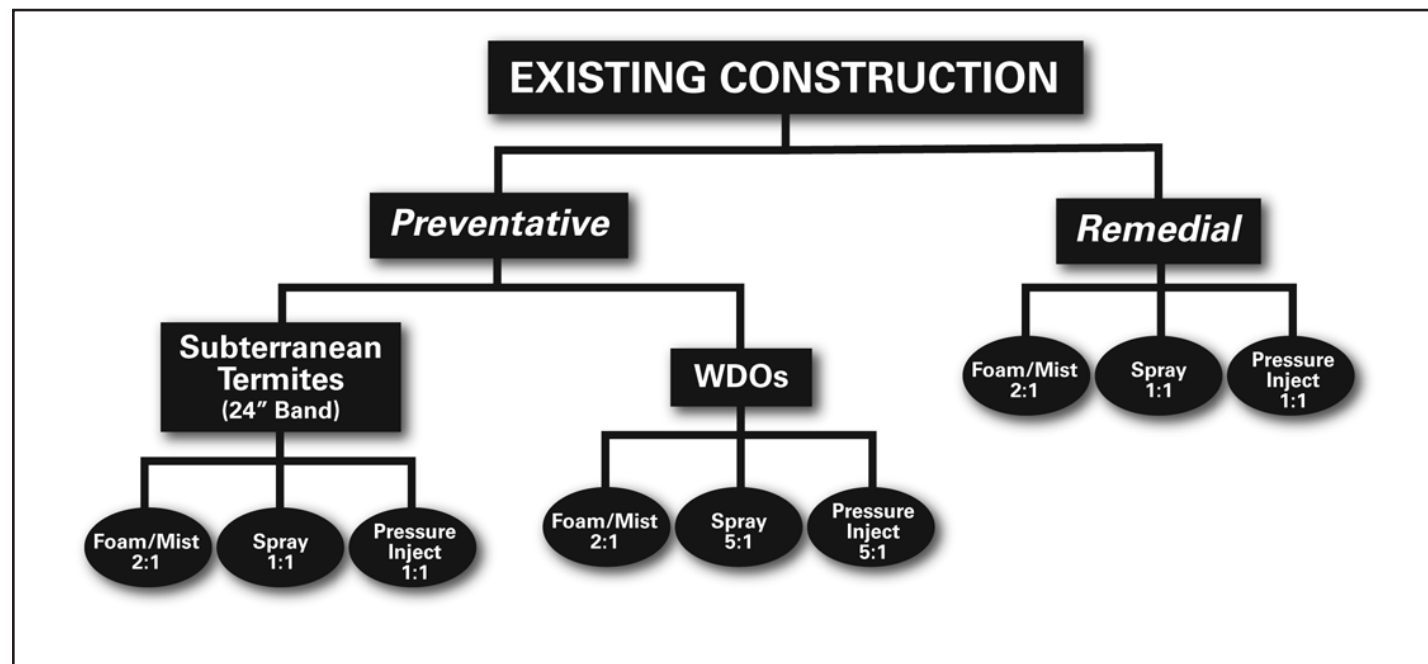
WHY BORA-CARE IS ENVIRONMENTALLY FRIENDLY

Bora-Care as a concentrate contains an active ingredient of 40% Disodium Octaborate Tetrahydrate (DOT) and incorporates a patented glycol mixture that enhances penetration and absorption of DOT into wood. Bora-Care has very low oral and dermal toxicities and when applied to a structure will not adversely affect the environment. Since Bora-Care is only applied to the food source of wood destroying organisms and/or termite entry points, less pesticide and water is required. In addition, Bora-Care has very low odor and the treated wood can be handled when dry. Bora-Care emits no VOCs (volatile organic compounds).

Little risk is associated with Bora-Care when properly applied or used. However, it is a legal requirement to always follow the label and to wear the specified personal protective equipment. Refer to label and MSDS for specific information.

COMPATABILITY

Bora-Care will not corrode metals normally used in



construction, including ferrous metals, galvanized metals, screws and nails. Bora-Care will not affect electrical wiring, but it is recommended that power is turned off until the area is dry.

Bora-Care will not discolor most wood and is compatible with most paints and sealants. If the aesthetic look of the wood is a concern, test a small, non-visible area for discoloration. After the test section has dried, apply the paint or sealant (if one will be used) to ensure compatibility.

HOW BORA-CARE WORKS

Rather than creating a toxic barrier in the soil surrounding a home or structure, Bora-Care is applied directly on the structure. Bora-Care provides double protection by acting both as a toxicant to WDOs and as a deterrent to termite tubing. For more information on how and why Bora-Care works, see our web site, www.nisuscorp.com.

HOW TO CONDUCT EXISTING CONSTRUCTION/REMEDIAL TREATMENTS

Inspection

Inspect all areas of the structure, concentrating on the foundation areas, window framing, door framing, baseboards and all areas where subterranean termites are known to infest or enter a structure. Inspect for signs of infestation such as wings and bodies of swarming alates, termite shelter tubes, live termites or wood damage. For inaccessible or non-visible areas of possible infestation, use the latest available technology and equipment to inspect these areas.

Calculating the amount of Bora-Care required

Measurement of the area to be treated is required to determine the amount of Bora-Care solution needed for a label application and a particular treatment. When determining the amount needed, always try to avoid extra or leftover solution. It is very difficult to list exact product application usage due to varying building construction and materials found in structures in different parts of the country. As a result, the following product usage information should be considered a general guideline and not a standard of application. It is based on label applications in common building construction. For situations not covered in this technical bulletin, contact Nisus Corporation.

Bora-Care wood applications are based on treating board feet of lumber. Approximately 1 gallon of Bora-Care solution (regardless of the ratio of water to Bora-Care) will be needed to treat 400 sq. ft. of 1" thick wood surface area or 400 board feet. The actual amount of Bora-Care solution needed will depend on the amount of wood to be treated and whether injection as well as spray or foam is needed. Topical spray applications will require a second application in areas where only 1 to 2 sides of a wood member is exposed. The second application can be done after a 20-minute delay. NOTE: The quantity of Bora-Care needed for lineal or square feet of wood remains the same whether applying one application to all sides of the wood, or when applying two

coats of solution to one to two sides of a wood component.

On non-cellulosic materials, the calculation is based on surface area. Approximately 1 gallon of Bora-Care mixed solution will be needed to treat 400 sq. ft. of surface area.

One accurate and fast method to measure linear footage is to use a measuring wheel around the outside foundation areas to be treated and using a tape measure or "clean" measuring wheel for the linear footage of the interior areas to be treated.

To determine the amount of Bora-Care needed to treat an area, use the *Application Rate Chart* and the *Existing Construction Application Worksheet* found at the end of this bulletin. The *Application Rate Chart* lists various construction foundations and gives instructions and amounts of Bora-Care to be used on both wood and non-cellulosic areas, and is based on registered label applications. The *Application Rate Chart* shows a simple way to total all application areas. (See www.nisuscorp.com to download an interactive spreadsheet version.)

Application Safety

Before beginning any chemical treatment, it is important to consider safety in application. According to the Bora-Care label, the applicator must wear a long-sleeved shirt, long pants, socks, shoes, chemical resistant gloves and protective eye wear. When applying Bora-Care in a confined area with no ventilation, wear a NIOSH approved respirator.

If spraying or drilling overhead, tarp or cover surfaces underneath the work area in preparation for solution that may exit galleries. Spills or over-spray can be cleaned with a damp cloth or absorbed with appropriate materials. (Read label for complete safety information.)

Be careful not to over-apply foam or mist in wall voids or you may create a moisture concern, as solution may leak out of wall area.

Mixing Bora-Care

Per label requirements, for a 24" band preventative termite and WDO treatment, Bora-Care concentrate must be mixed with water as a 1:1 solution (one part water to one part Bora-Care concentrate) for WDO remedial control applications when applied as a spray. For example, on a single family home, add the application amounts needed for an existing structure. *Remember:* Only mix enough Bora-Care 1:1 solution needed for that day's applications. The 1:1 solution should not be stored in the spray tank or other container for more than 24 hours. Refer to label for specific directions.

For example, to mix four gallons of Bora-Care solution, you will need the following equipment and materials:

- A five-gallon pail
- 2 gallons water (Warm water may reduce mixing time, but is not required.)
- Mixing impeller like those used to mix paint – preferably plastic (a plastic tip "Squirrel Brand" mixing impeller works very well without chipping the plastic sides of the mixing container). If using a metal mixing impeller, do not allow

the impeller to touch sides or bottom of pail. This may create small plastic chips that could clog spraying equipment.

- Drill
- Recommended personal protective equipment, including long-sleeved shirt, gloves and eye protection.
- 2 gallons Bora-Care concentrate
- OPTIONAL: To make it easier to see where Bora-Care solutions have been applied, an appropriate dye or colorant may be added to the solution when diluting Bora-Care with water. Refer to the dye/colorant product label for recommended amount to add to the Bora-Care solution.

NOTE: Using a marker dye or pigment in Bora-Care solutions on surfaces that will be visibly displeasing to the customer is not recommended. Dye/colorant color or darkness does not indicate the amount or concentration of Bora-Care applied. If dye/colorant is applied to non-target areas, be sure to clean with water immediately.

1. Pour 1½ gallons of water into a five-gallon pail.
2. Attach mixing impeller to drill and begin agitation.
3. Gradually pour two gallons of Bora-Care into water and continue to mix solution.

4. Use the remaining 1/2 gallon of water to triple-rinse the two Bora-Care containers and pour contents into mixing solution.
5. Continue to mix until solution becomes clear or you do not feel resistance of any remaining concentrate. Normal mixing time may be 5-10 minutes.

Tools and Application Methods

There is no one tool that can effectively apply Bora-Care in all situations. The use of these applications is designed to provide for a label application of Bora-Care on wood and cellulosic materials that are subject to possible attack by termites and other WDOs.

The following is a description of the equipment and treatment methods that exist today:

- a. 2-4 gallon spray applications:
Use a 2-4 gallon handheld stainless steel sprayer or backpack sprayer to apply up to 2-4 gallons of solution at a time.
- b. 10-100 gallon spray applications: For larger amounts, a 10-100 gallon spray unit with mechanical pump is recommended. For best results, this unit should also have mechanical agitation for proper mixing to prevent any potential clogging of spray equipment.

TABLE B: BORA-CARE DILUTION RATIOS & APPLICATION METHODS <i>For Preventative and Remedial Treatment of Subterranean Termites and Other WDOs in Existing Homes</i>	
<i>Dilution Ratio</i>	<i>Application Notes</i>
1 part water to 1 part Bora-Care (1:1) for spray or drill/inject treatments	Spray, mist or foam bare wood with an appropriate dilution of Bora-Care solution to the point of wetness. When possible, drill and inject solution directly into active infestations. Inaccessible areas (such as between studs in wall voids) should be foamed or high-pressure misted, or drill and inject through wallboard directly into studs with active infestations.
2 part waters to 1 part Bora-Care (2:1) for mist or foam treatments	

TABLE C: COVERAGE AREAS FOR ONE GALLON OF BORA-CARE SOLUTION
• 400 board feet of lumber • 400 sq. ft. of 1" thick or less plywood or OSB (sheathing treated 1x on 2 sides OR 2x on 1 side) • 200 linear feet of exposed stud walls to a height of 24" • 50 linear feet of 8' high exposed stud walls • 200 sq. ft. of crawlspace (when entirety is treated) • 100 sq. ft. of crawlspace (when only 24" band on perimeter is treated)

TABLE D: APPLICATION RATES FOR BORA-CARE SOLUTION

TYPE OF AREA	MISTING / INJECTING	FOAMING
Uninsulated Wall Voids	Mist 24" band: Use 1 oz/void (= 7.5 oz / 10 l.f.) Mist Entire Void: Use 3.5 oz/void (= 26.25 oz / 10 l.f.) Mist Drywall-Concrete Combo Voids: Use 2oz / void (= 15 oz / 10	Foam 24" band: Use 20-40 oz/void (= 150-300 oz / 10 l.f.) Foam Drywall-Concrete Combo Voids: Use 15-20 oz/void (= 112.5-150 oz / 10 l.f.)
Insulated Wall Voids	Mist Drywall Voids: Use 2 oz/void (= 15 oz / 10 l.f.) Mist Drywall-Sheathing Combo Voids: Use 3 oz / void (= 22.5 oz / 10 l.f.)	Foam Drywall Voids: Use 40 oz/void (= 300 oz / 10 l.f.) Foam Drywall-Sheathing Combo Voids: Use 60 oz/void (= 450 oz / 10 l.f.)
Window & Door Frames	Mist a 2:1 solution Inject a 1:1 solution at a rate of 1 oz / l.f.	Foam a 2:1 solution at a rate of 10 oz / l.f.)
Soffits & Eaves	Mist a 2:1 solution at a rate of 12 oz / 10 l.f.	N/A

c. High Pressure Misting Unit: High pressure developed from this type of unit allows treatment of areas such as hollow wall voids by misting can be accomplished in a short time and more thoroughly without over-wetting. Calibration of the tip will allow you to know how much liquid you are applying in the void, so you can avoid damage due to over-application. The use of a high pressure pump with an atomizing tip will allow the delivery of tiny droplets rather than a coarse spray. This can be used for treating wall voids or inaccessible areas. For high pressure misting applications into wall voids, use machines reviewed by Nisus and specifically designed for high pressure misting into wall voids.

Electric or Gas Spray Unit: A primary tool in pre- or post-construction treatment when the broadcast application of a liquid is required. Topical sprays of Bora-Care solution should be applied evenly to wood using a medium to coarse spray at low pressures (e.g., 30-40 psi). Low pressure application will reduce drips, off-target overspray and splash-back, and will result in proper amounts of active ingredient on surfaces. The uses may vary with the addition of specialized application tools such as:

- a. Fan Spray Wand: To coat the surface of exposed wood members.
- b. Pin Stream: To treat cracks behind wood members.

Compressed Air Sprayer: Used in situations where you are either doing a small re-treatment of an area or spraying into areas where it is not possible to reach with other equipment. It is not generally designed to do the entire job because of a smaller capacity for treatment solution. The compressed air sprayer can be used with a variety of attachments for various jobs, including fan spray and needle injection.

Foaming: Choose foaming when excess moisture may be a problem or in difficult-to-reach areas such as around insulation in wall voids and door and window facings.

- a. Foaming agent: Nisus recommends ProFoam® Platinum for Bora-Care foaming applications. ProFoam Platinum is specially formulated to be used with borates and other termiticides for the best foam solution.
- b. Mixing foam: Mix foam product per label directions to produce the ratio of foam to Bora-Care solution required. Typically, 3-8 ounces of foaming agent per gallon of solution is needed. This will produce a dry foam with the desired expansion ratio of approximately 20:1 (20 gal. foam per 1 gal. aqueous solution). This should result in a Bora-Care foam with a consistency that adheres to wood surfaces and minimizes run-off.
- c. Foam machines: Since every foam machine produces different foams, refer to the equipment manufacturer's manual for specific instructions. To foam into wall voids, use a foam machine designed for wall foaming applications and approved by Nisus Corporation.

Tips needed:

- Attic Foam Gun: To treat between insulation and ceiling joists.
- Needle: To inject foam into infested wood.
- J-Tip: To inject foam into areas such as wall voids.

Calibration of Foaming Equipment and Foaming Material: Apply a known volume of foam solution from the foaming equipment into a pre-measured container such as one from the paint department of a hardware store. Allow foam to dissipate into a liquid. A de-

foaming agent can also be used to speed up this process. The volume measurement of foam compared to the volume measurement of the resulting liquid is the foam ratio. Use a moisture meter to determine the flow of foam into void.

Example: If you measure a gallon of foam (128 oz.), and the foam dissipates to 6.4 oz., the ratio is 128/6.4 or 20:1.

NOTE: De-foaming agents can be purchased from your distributor. When placed in a small spray bottle and sprayed lightly onto the foam, the agent works well to reduce the foam back to a liquid.

Pressure Injection: Injection tips should be brass or other metal and fit snugly into the drilled hole to prevent dripping or spray back. Use a short injection tip (approximately 1 inch). This will allow the solution to flow into the drilled wood.

- a. Heavily Infested Wood: Bora-Care solution or foam should be injected into infested wood. Drill and inject until the liquid or foam runs out of openings or damaged areas. This procedure is not an alternative to spraying; it can supplement spraying for active galleries or when structural wood is greater than 4 inches thick. It is possible post-treatment swarming could occur for a while after application if only a topical treatment is used. Injection treatments can reduce post-treatment swarming callbacks.
- b. Injection into active galleries:
 - Liquid Injection: Locate and inject up to 1 ounce of Bora-Care (1:1 solution) per board foot into active galleries.
 - Foam Injection: Locate and inject up to 20 ounces foam (2:1 solution of 2 parts water + 1 part Bora-Care) per board foot into active galleries.
- c. Unfinished, Sealed or Painted Wood (including the wood adjacent to the infested areas): The application tip should be designed to avoid splash back.
- d. Application Technique: Injection holes (typically 7/64" or 1/8" in diameter) should be drilled in the area of suspected or known infestation.

Drill the holes through the widest dimension of the wood that is available. Holes should extend approximately 3/4 of the way into the beam. If the widest surface is not accessible, holes can be drilled approximately 8-10 inches apart into a narrower surface.

Press and hold the injection tip firmly into each hole and inject solution until runoff is observed from other holes, galleries, kick-out holes, etc. You may get splash back if the wood is solid. Release the trigger, wait briefly and withdraw the injection tip.

Excess solution can be absorbed with paper towels and disposed of in ordinary trash.

The holes should be in a diamond pattern and be spaced approximately 4-6 inches across the grain and 12-16 inches along the grain (Figure 1). When possible, the wood should be treated one diamond length pattern beyond the immediate area of visible infestation.

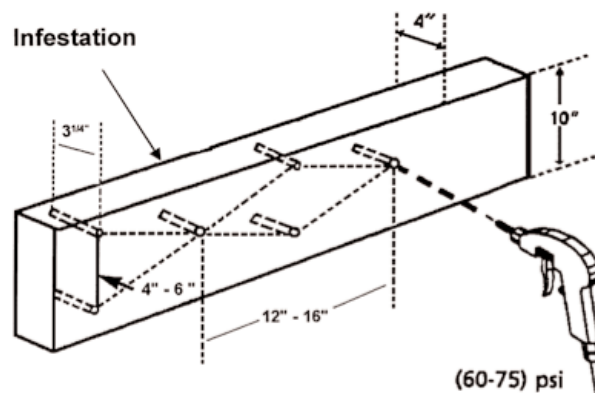


Figure 1: Drill and pressure injection of a 4" x 10" structural beam with Bora-Care solution.

SPECIFICATIONS FOR SPECIFIC STRUCTURAL AREAS

Keep in mind that every structure is unique and that you will need to use your best judgment in each case, with safety as the primary concern. Untreated areas are unprotected areas and will not prevent termite tubing or damage from wood destroying organisms.

Bora-Care should only be topically applied to wood, plywood, particleboard and other cellulosic materials where an intact water repellent barrier such as paint, stain or a sealer is not present. Dirt, debris and any existing water repellent finish must be removed to permit absorption of Bora-Care into the wood.

NOTE: An existing construction preventative subterranean termite treatment with a 1:1 Bora-Care solution requires the creation of a continuous horizontal and vertical barrier by treating all potential entry points. This includes the structural wood of both internal and external walls (sill plates, wall studs and exterior wood sheathing), foundations (concrete surfaces), bath traps, pipe protrusions and other areas. Interior walls are also treated to prevent termite entry due to cracks that may occur in the slab. This may be accomplished using the techniques described in this technical bulletin and also in the Bora-Care New Construction Technical Bulletin.

Attic Applications

If an infestation is found in an attic, first determine if the infestation may be secondary to water or moisture damage created by structural defects. If so, first have the defects corrected, then treat with Bora-Care. Spray Bora-Care solution on all accessible wood in the area

of the infestation: rafters, trusses, top-plates, ceiling joists, plywood, particleboard, etc. Accessible areas with known infestations should be drilled and injected with liquid or foam solution to speed eradication and reduce callbacks. Foam may be used in difficult-to-reach areas such as around insulation.

If the infestation can be traced to a ground contact infestation, treat the attic area and also the areas in contact with the foundation as listed below. If an infestation is present beneath or partially hidden by insulation, remove the insulation to directly treat the area.

Interior Applications

Bath Traps and Pipe Penetrations (Slab Foundations Only): Bath traps, pipe penetrations and the slab areas around them must be treated both horizontally and vertically to protect from termite entry into the structure.

Treat the interior of all bath traps with 8-16 ounces of Bora-Care solution per square foot of the bath trap area. Apply a continuous 12" horizontal band of a 1:1 Bora-Care solution on the slab surrounding the bath traps to include any accessible bare wood (such as horizontal sill plates). All studs must be treated vertically to a height of 24 inches.

Pipe and plumbing penetrations must be treated with a 1:1 Bora-Care solution to a height of two feet. Extend treatment at least 6 inches out horizontally onto the slab surface surrounding the penetrations.

Available Bare Wood Stud Walls and Sill Plates: Treat all exposed sides of the studs (3-4 sides) with one coat of Bora-Care solution 24 inches up from the sill plate. If access to the wood is limited to one or two sides (some sill plates or married studs), then spray the exposed sides twice, waiting 20 minutes between applications.

To determine the amount of Bora-Care needed to treat sill plates and studs, measure the linear footage of interior and exterior stud walls. One gallon of Bora-Care solution will cover 200 linear feet of stud walls with a 24-inch vertical application up from the slab (excluding sheathing).

Available Bare Exterior Sheathing: Both sides (interior and exterior) of the bottom 24 inches of the exterior sheathing (up from the foundation) must be treated with one coat of a continuous vertical barrier of a 1:1 Bora-Care solution. If only one side is accessible then two applications on the available surface are required (be sure to document such applications).

One gallon of Bora-Care solution will cover 400 square feet of cellulosic sheathing. This includes one vertical application of solution on each side or two applications on one side.

Enclosed stud walls: When sheetrock (drywall), paneling or other finished building material prevents access to an area, Bora-Care should be applied with a high pressure misting machine or a foam application. The foam will run along each stud or the high pressure mist will hit each stud.

Preparations prior to treatment:

1. Have a wet/dry vacuum plugged into a remote power source and ready to use. Electrical power must be turned off and remain off in the area of application for a period of time to allow the treatment to dry when treatments are made near electrical outlets.
2. For foaming applications, use a non-intrusive moisture meter to check the moisture in the wall before and after treatment. Move the meter from the floor vertically along the wall to get a baseline reading. A normal reading should be from 9% to 15%. A sticky note can be used to record the reading on the wall. Continue on all walls in the areas to be treated.
3. Locate studs in the area to be treated using a stud finder.
4. Divide and direct foam or mist in a way that best allows the solution to cover sill plate surfaces and wood stud surfaces.
5. Repeat the moisture check 30 to 45 minutes after treating the void. Move the meter from the floor vertically along the wall to determine where the foam is moving and if it is covering the sill and stud surfaces. If there is a blockage in the wall, you will get a high moisture reading at the blockage.
6. Patch the holes with appropriate filler compound, and paint if required.
 - b. Enclosed Stud Walls (Uninsulated): Normally the interior walls will not contain insulation.

To treat the bottom portion of the void only, drill a single hole between studs at the bottom of the wall (immediately above the kick plate/skirting board). A timed and calibrated foam or mist injection is sufficient to treat the sill plate and bottom 24 inches of stud areas (see Figure 2).

To treat the entire hollow wall, make a small hole at the bottom of the wall near the baseboard and/or making another drill hole near the top of the wall. The objective is to obtain uniform coverage of the studs, the top and bottom plates and the back of the wallboard inside the void area.

NOTE: Do not over-treat the void. There is no need to completely fill the void with foam or liquid. You only need to coat the wood and cellulosic materials in contact with a concrete foundation. **YOU ARE PLACING**

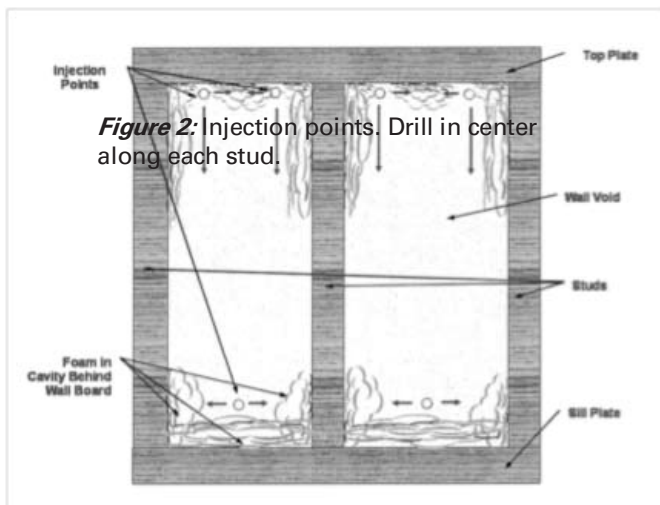


Figure 2: Injection points. Drill in center along each stud.

A LIQUID IN A VOID AREA. THE POSSIBILITY OF WATER DAMAGE MUST BE KEPT IN MIND AT ALL TIMES.

Misting Into Uninsulated Wall Void Areas:

- a. 24-inch band (preventative): Apply 1 ounce of a 2:1 Bora-Care solution into each uninsulated wall void to be treated. This is approximately 7.5 ounces of solution for every 10 feet of uninsulated wall void area. Apply 2 ounces of 2:1 Bora-Care misted solution into each void area if one side of the wall is covered with cellulosic sheathing (such as OSB or plywood)
- b. Entire void (preventative and remedial): If sheetrock is attached to concrete foundation walls by furring strips with approximately 1 inch of clearance between sheetrock and concrete, mist with approximately 2 ounces of 2:1 Bora-Care solution every 16-20 inches by treating the top of the sheet rock to let the solution flow down to cover concrete wall, furring strips and the back side of the sheetrock and by treating up from the bottom directing the solution up to cover concrete wall, furring strips and the back of the sheet rock.

Foaming Into Uninsulated Wall Voids:

- a. 24-inch band (preventative): Use a 2:1 Bora-Care solution mixed with foaming agent to create a dry foam (20:1 or higher). Apply 20-40 ounces of foam in each wall void area to be treated. This results in about 150-300 ounces of foam needed per 10 lineal feet of wall void area.
- b. Entire void (preventative and remedial): Treat by misting with a 2:1 solution of Bora-Care at the rate of 3.5 ounces per void. Treating from the top of the void and up from the bottom of the void, direct mist to cover all wood and concrete wall foundation areas. If sheetrock is attached to concrete foundation walls by furring strips with approximately 1 inch of clearance between sheetrock and concrete, foam 15-

20 ounces of a 2:1 Bora-Care solution in a 20:1 ratio foam every 16-20 inches by treating the top of the sheet rock to let the foam flow down to cover concrete wall, furring strips and the back side of the sheetrock and by treating up from the bottom, directing the foam up to cover concrete wall, furring strips and the back of the sheet rock.

Special Applications

There are some special application situations where other treatments may be used. When multiple boards are bonded together to form a wide beam or girder, they may be drilled and injected with Jecta[®] (a concentrated borate gel designed to be injected into thick or sealed wood components) at the point where they come into contact with the foundation.

Walls (Insulated)

Because exterior walls normally contain insulation, treating them effectively can be more difficult.

Drill two holes to either side of the stud. If insulation is tightly packed in the void, it can usually be moved slightly and temporarily using the foaming or misting tip prior to injecting.

For preventative treatment, apply the mist or foam in a direction that best coats sill plate area and wall wood studs at least 24 inches up from concrete foundation. If possible, direct foam or mist around both sides of insulation.

In an area of infestation, you can treat with mist or foam on each side of the stud, staying close to allow the solution to move along the stud instead of soaking into the insulation.

The use of a moisture meter against the drywall can tell you where the foam is moving and will help you to decide if more or less treatment is needed in a particular void.

Misting Into Insulated Wall Void Areas: Apply 2 ounces of a 2:1 Bora-Care misted solution into each insulated wall void to be treated. This application relates to 15 ounces of solution for every 10 feet of insulated wall void area.

Apply 3 ounces of a 2:1 Bora-Care misted solution into each wall void if one side of the wall void has cellulosic sheathing (such as OSB or plywood). Pull insulation away from sheathing with spray tip or tool before application.

Foaming into Insulated Wall Void Areas: Mix a 2:1 Bora-Care solution with foaming agent for foaming treatments. Use a 20:1 or higher foam ratio.

- a. 24-inch band (preventative): apply 40 ounces of foam into each wall void to be treated. This relates to 300 ounces of foam product per 10 linear feet of void area. Apply 60 ounces of foam to each void area if

one side of the wall void has cellulosic sheathing such as OSB or plywood.

- b. Entire void (preventative and remedial): Foam at the rate of 40 ounces of foam with a 2:1 Bora-Care solution in a 20:1 ratio or higher foam. Direct foam down from the top of the void and up from the bottom of the void to cover the surface areas of the wall studs, sills and concrete wall foundations.

Basement or Crawl Space Structure

Spray a 1:1 Bora-Care solution on all bare wood in contact with foundation walls. Apply at the rate of 1 gallon of solution per 100 linear feet of foundation sill plates, floor joists, header and subfloor listed above in a 24" band for preventative treatment. Apply 1 gallon of solution per 200 linear feet of the above areas for remedial/all WDOs treatment.

A second application is required when only one or two sides of the wood member is exposed (box headers and sills). Drill and inject active infestations with a Bora-Care 1:1 solution.

Perimeter Elements: This is composed of the foundation sill plate, header or band joist, floor joists and subfloor. If the area is inaccessible, then an access point must be created or the area cannot be treated.

- a. Foundation Sill Plate: Treat horizontally with two coats (assuming only one or two sides of the sill plate are accessible) of 1:1 Bora-Care solution on the foundation sill plate, waiting at least 20 minutes between coats.
- b. Header or Band Joist: Treat all accessible sides with one coat of same solution. If only one or two sides are accessible, treat with two coats of solution.
- c. Floor Joists: Treat all accessible sides (assuming three sides are exposed) with one coat of Bora-Care solution.
- d. Subfloor: Apply two coats of solution only on the underside of the wooden subfloor.

Finished Basement Areas: Treat all interior wood stud walls, pipe penetrations and bath traps as described above.

To prevent subterranean termite tubing on:

- a. Concrete-Masonry Foundation Support Piers: Treat all concrete/masonry support piers at least 24 inches vertically from the ground. Measure the linear footage of concrete-masonry foundation support piers and multiply by two.
- b. Crawl Space/Basement Concrete-Masonry Foundations: Measure in front of all concrete- masonry foundation walls. Treat all interior concrete- masonry wall surfaces up at least 24 inches from the basement slab or crawl space soil. Horizontally extend the treatment 2-8 inches out onto slab

surfaces. Apply 1 gallon of a Bora-Care 1:1 solution per 400 square feet of treated surface area.

EXTERIOR APPLICATIONS

Bora-Care can be applied to bare siding, trim or logs.

Applications can be made by spray or pressure injection techniques. Painted or sealed wood can be treated by pressure injection, or the wood can be stripped prior to a spray application. See the Dimensional Lumber or Log Home Technical Bulletins for more information on application rates for log homes, decks, siding and more.

Protect any surrounding plants and ornamentals from accidental contact with the solution.

Infested Window and Door Frames

Treat window and door frames by drilling and injecting foam or liquid in the surrounding voids or by drilling and injecting infested wood. Use a moisture meter to determine how well the foam is moving in the voids. Normally, you will only need one hole on each side of the window and one on the bottom.

NOTE: Window and door framing can vary. It is difficult to determine wood framing after the wallboard or sheetrock is installed. Take care not to apply excessive liquid product solution into these areas.

Misting or injecting window and door framing: Apply by mist or injection up to 1 ounce of solution per linear foot of window framing or door framing in areas of application. A 2:1 Bora-Care solution mist application or a 1:1 Bora-Care solution liquid injection is used in confirmed or suspected areas of active infestation.

Foaming into window and door framing: Direct up to 10 ounces of foam per linear foot into wall areas around window and door framing. Use a 2:1 Bora-Care solution mixed with a foam concentrate to create a 20:1 or higher foam ratio for confirmed or suspected activity.

Exterior Overhang Area or Eaves (Soffit Area)

If WDOs have penetrated an exterior overhang, soffit or eave area due to direct contact to the ground or excessive moisture, spray the exposed, unfinished wood with Bora-Care 1:1 solution and drill and mist void areas. Active galleries can be injected or foamed.

Misting into eaves and soffit areas: Apply up to 12 ounces of a 2:1 Bora-Care solution per 10 linear feet of soffit or eaves. Application may be made through the soffit vents or by drilling into the soffit/eaves void area. Apply only enough Bora-Care solution to coat the surfaces of the wood, being careful not to over-treat the area.

Decks & Gazebos

Bora-Care can be used to treat wood decks and other exterior structures. Prepare the wood by removing any

dirt, debris or sealants that will interfere with the application and absorption of Bora-Care. After the deck is dry to the touch with no standing puddles, a Bora-Care 1:1 solution can be applied to the wood.

Following treatment, the deck can be sealed to prolong performance.

REOCCURRENCE OR RETREATMENTS

When responding to a reoccurrence of subterranean termites, go through the following steps:

Inspection

Do a thorough inspection of the property (not just one small area). Look at the graph and any other documentation that may help you to determine where treatment may be needed. Try to recreate the service you did and determine if it was the proper treatment. Ask yourself: What has been done? What hasn't been done? Did I drill and inject? Are there conditions conducive to infestation? Problems and conducive conditions which may have led to the infestation, or that may do so in the future, should also be corrected. If necessary, a borate indicator test kit (available from your distributor) can be used to validate treatment.

Identification

Identify where the infestation is to determine whether it is the area that was originally treated or if it is in an untreated area.

Problem Solving

Determine what needs to be done to take care of the problem. After the treatment, inspections should be performed on a regular basis and additional preventative sprays or injection treatments of Bora-Care can be made, if desired.

Communication

Let the customer know what you found, what you did about it and what they should expect from your service. Answer their questions.

DOCUMENTATION

It is important to graph the structure and fully

document the Bora-Care application, including where dye or colorant was and was not used, areas that were not accessible (such as only one side of sheathing) and so forth. This documentation will be a very important tool for future inspections.

CUSTOMER COMMUNICATION

It is also important to talk to the builder, contractor or homeowner to explain the treatment and educate them on conducive conditions that could cause a WDO infestation and the need for the PMP to do a thorough onsite annual inspection to determine if any new conducive conditions have been created. A product is only as good as the application, and because you are a Pest Management Professional, we hope you will utilize this information to protect you, your company and—most importantly—the homeowner from potential WDO infestation and damage.

CARE OF SPRAY EQUIPMENT

Normal care and maintenance of spray equipment is sufficient. Bora-Care solutions are compatible with stainless steel, brass and all plastic components of spray equipment. Bora-Care solutions should be mixed as needed and drained from equipment daily. After use, equipment should be rinsed with clean water (warm if possible) to flush any remaining Bora-Care from the sprayer. The rinsate may be saved in appropriately labeled service containers for future preparations of Bora-Care solutions (in place of fresh water). It is always best to try to use up all product onsite.

Spray/Injection Tips: Under some conditions, spray tips may clog due to evaporation. Spray tips can be unclogged by flushing or soaking in warm water.

CLEAN-UP ON NON-TARGET AREAS

Occasionally, Bora-Care solutions may drip or run onto glass surfaces such as windows and doors or other non-target areas. After drying, a sticky residue may appear. This can be removed easily with warm water, but is easier to remove before it dries.



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CORPORATION

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APPLICATION RATE CHART for Subterranean and Formosan Termites

Bora-Care New Construction 2-Foot Vertical & Horizontal Treatment

For whole house wood treatment, active infestation treatment or drywood termite prevention, refer to the *BORA-CARE Termite Technical Bulletin* or the *Drywood Termite Technical Bulletin*.

The application rates and instructions on this chart are based on standard building practices and materials. All application rates are based on BORA-CARE label instructions. ***Always read the BORA-CARE label before application.***

TYPE OF TREATMENT		WHEN TO USE	APPLICATION INSTRUCTIONS	COVERAGE PER 1 GALLON OF 1:1 SOLUTION
SLAB	Slab Foundation (wood & concrete)	Use as preventive treatment against termites.	Apply to sill/base plate and 24" up on studs and other wood members in contact with slab foundation. Apply second coat on sill. Spray concrete 2"-8" horizontally out from sill or base plate. Treat all pipe protrusions within stud walls or free standing in slab 24" up from slab and extending horizontally 6" out on the slab surface.	200 linear feet (Measure linear feet of stud walls to be treated)
	Sheathing (wood)		Vertically apply to both sides of exterior sheathing to point of wetness. If one side is inaccessible, apply two coats to one side at least 20 minutes apart.	400 square feet (Measure area: length X width)
	Bath Traps	To prevent entry of termites.	Apply into bath trap area and extend at least 1' out onto slab surface.	8-16 ounces of solution per square foot of bath trap area
CRAWL SPACE	Crawl Space (wood)	Use as preventive treatment against termites.	Apply to all wood in a 24" area from exterior wall (to include sill plate, header joist, floor joists and subfloor). Apply second coat on sill and header joist. Apply to all wood in contact with foundation pier out 24" from foundation pier.	100 linear feet (Measure linear feet of all foundation walls & piers to be treated)
	Up From Soil (concrete)	To complete the 2' vertical treatment requirement on interior surface of foundation walls.	Measure linear footage of concrete-masonry foundation wall <i>and also</i> around each foundation pier, and multiply by 2 to get square footage of treatment area. Apply to foundation wall and piers 24" up from soil.	400 square feet (Measure area: length X width)
	Exterior Wall Vertical Treatment (wood)	To complete the 2' vertical requirement for exterior foundation treatments.	Apply up 12" up onto structural wood components above the top of the header joist (to include the edge of the sub-floor, sill above sub-floor, stud wall and exterior sheathing).	160 linear feet (in addition to amounts listed above)
BASEMENTS	Basement	Use as preventive treatment against termites.	Apply to all wood in a 24" area from exterior wall (to include sill plate, header joist, floor joists and subfloor). Apply second coat on sill and header joist.	100 linear feet (Measure linear feet of all foundation walls & piers to be treated)
	Up From Concrete	To complete the 2' vertical treatment requirement on interior surface of foundation walls.	Measure linear footage of concrete-masonry foundation wall, and multiply by 2 to get square footage of treatment area. Apply to foundation wall 24" up from concrete.	400 square feet (Measure area: length X width)
	Exterior Wall Vertical Treatment (wood)	To complete the 2' vertical requirement for exterior foundation treatments.	Apply up 12" up onto structural wood components above the top of the header joist (to include the edge of the sub-floor, sill above sub-floor, stud wall and exterior sheathing).	160 linear feet (in addition to amounts listed above)
	Bath Traps	To prevent entry of termites.	Apply into bath trap area and extend at least 1' out onto slab surface.	8-16 ounces of solution per square foot of bath trap area
	Finished Basement	Additional treatment required for finished basement.	Walls in contact with foundation: Vertically apply to all wood including sill plate, total stud boards and all the top plate (or runner). Vertically treat all plumbing protrusions (as listed under slab construction). Spray slab 2"-8" horizontally out from sill or base plate. Interior Walls: Apply to sill/base plate and 24" up on studs and other wood members in contact with slab foundation. Apply second coat on sill. Spray concrete 2"-8" horizontally out from sill or base plate. Treat all pipe protrusions within stud walls or free standing in slab 24" up from slab and extend horizontally 6" out on the slab surface.	50 linear feet (Measure linear feet of all stud wall sills attached to solid foundation) 200 linear feet (Measure linear feet of stud walls to be treated)

BORA-CARE NEW CONSTRUCTION APPLICATION WORKSHEET

(2 ft. Barrier Treatment)

■ SLAB AREAS

LINEAR FEET OF ALL EXTERIOR WOOD STUD WALLS.....
 (Treat sills, slab & 24" vertical band) _____

LINEAR FEET OF ALL INTERIOR WOOD STUD WALLS..... + _____
 (Treat sills, slab & 24" vertical band) _____

= _____
 (Total linear feet of stud walls)

NOTE: Plumbing penetrations included in calculations.

÷ 200 = **A.** _____

NUMBER OF BATH TRAPS
 (16 oz. / sq. ft.) _____

x .125 = **B.** _____

LINEAR FEET OF ALL EXTERIOR SIDING WALLS
 (Treat exterior plywood or OSB siding 24" vertical band; amounts same for treating both sides once or on one side twice.) _____

x 2 = _____

÷ 400 = **C.** _____

(Square feet of siding)

TOTAL GALLONS OF BORA-CARE 1:1 SOLUTION NEEDED (A+B+C) = _____

■ CRAWL SPACE OR BASEMENT AREAS

LINEAR FEET OF SILL PLATES ON FOUNDATION (wood)
 (Treat foundation sill plate, header, floor joists & subfloor as a 24" horizontal band.) _____

LINEAR FEET OF WOOD ELEMENTS AROUND PIERS (number of piers: _____ x 8) + _____
 (Treat all wood in contact with pier in 24" horizontal band.) _____

= _____
 (Total linear feet)

÷ 100 = **A.** _____

LINEAR FEET OF EXTERIOR WOOD STUD WALLS
 (Treat exterior walls, sills, studs & sheathing 12" above box header & sills to satisfy 2' rule.) _____

÷ 160 = **B.** _____

LINEAR FEET OF ALL CRAWL SPACE/BASEMENT CONCRETE WALLS (wood)
 (Measure linear feet around support piers and foundation. Treat 24" vertical band.) _____

x 2 = _____
 (Square feet)

÷ 400 = **C.** _____

LINEAR FEET OF ALL INTERIOR STUD WALLS (finished basement)
 (Treat sills, slab & 24" vertical band.) _____

NOTE: Plumbing penetrations included in calculations.

÷ 200 = **D.** _____

LINEAR FEET OF STUD WALLS AGAINST FOUNDATION (finished basement)
 (Within 3" of foundation, treat entire stud, slab, sill plate on slab & top plate.) _____

÷ 50 = **E.** _____

NUMBER OF BATH TRAPS (basement slabs only)
 (16 oz. / sq. ft.) _____

x .125 = **F.** _____

TOTAL GALLONS OF BORA-CARE 1:1 SOLUTION NEEDED (A+B+C+D+E+F) = _____



D/2 Biological Solution

Discover the D/2 difference!

D/2 Biological Solution is a biodegradable, easy to use liquid that removes stains from mold, algae, mildew, lichens and air pollutants. It is effective on marble, granite, limestone, brownstone, travertine, masonry, terra cotta, concrete, stucco, wood, and other architectural surfaces including monuments, sculpture and headstones. A contact time of only 10 to 15 minutes followed by scrubbing with a soft nylon or natural bristle brush will loosen most biological and air pollutant staining.

D/2 Biological Solution is effective for removing harmful biological and air pollutant staining from many building materials including masonry, marble, granite, limestone, brownstone, travertine, terra cotta, concrete, stucco, wood, canvas and vinyl & aluminum siding.

Features and Benefits

- **Fast acting:** 10 to 15 minutes contact time for great results.
- **Biodegradable**
- **Contains no acids, salts, or chlorine**
- **pH neutral**
- **Will not etch metals or glass**
- **Safer to use around plantings**
- **Is not a hazardous material and requires no special handling or protection**
- **Use full strength, no in-field mixing required**
- **Shelf life of 5 years**

Application Procedures

Always do a spot test sample before proceeding with project. D/2 works best when air and surface temperatures are 45°F or above. Use D/2 undiluted for best results. In the event of

excessive plant exposure, rinse all plants and water in all planted ground areas.

Immediate Result Method

1. Apply D/2 Biological Solution with a brush, roller, hand pump sprayer (garden style pump sprayer) or low pressure power sprayer.
2. Allow undiluted D/2 to remain on the surface 10-15 minutes.
3. Apply additional D/2 as necessary to maintain a wet surface.
4. Scrub with soft nylon or natural bristle brush. **DO NOT USE METAL BRUSH.**
5. Lightly mist with water and continue scrubbing.
6. Rinse thoroughly with clean, potable water.

No Scrub/No Rinse Method

1. Apply D/2 Biological Solution with a brush or pump sprayer to a dry surface. Do not pre-wet the surface.
2. Allow to dry. Repeat if there are heavy biological stains.

D/2 works with the elements and results occur within one week to one month depending on severity of growth and weather conditions. The surface will become cleaner over time as the subsurface biological stains release.

Safety Information

D/2 Biological Solution is non-mutagenic, and contains no carcinogenic compounds as defined by NTP, IARC, or OSHA. It is considered essentially non-toxic by swallowing, as it has an oral LD50 of 2.0 g/kg of body weight. No special ventilation is required during use.

Packaging and Coverage

D/2 Biological Solution is available in 1 gallon and 5 gallon containers, and 55 gallon drums. The area that can be treated with one gallon of D/2 will vary considerably as a function of the nature and extent of biological deposits, as well as the physical characteristics of the surface. Typical coverage to remove medium deposits will vary from 250 to 350 square feet per gallon.

Technical Data

Physical Form Transparent, low viscosity liquid

Color Almost colorless

pH 9.5

Specific Gravity 1.01g/cc

Solubility in Water Complete

Vapor Pressure 25 mm Hg @ 20°C

Notice: The information contained herein is based on our own research and the research of others, and it is provided solely as a service to help users. It is believed to be accurate to the best of our knowledge. However, no guarantee of its accuracy can be made, and it is not intended to serve as the basis for determining this product's suitability in any particular situation. For this reason, purchasers are responsible to make their own tests and assume all risks associated with using this product.

10/2012

1. **Requested Motion:**

Meeting Date: February 6, 2023

Motion to approve an Agreement between the Town of Fort Myers Beach and Tidal Basin Government Consulting, LLC, the top ranked respondent to RFP-23-07-AD - Disaster Recovery and Mitigation Consulting Services for Incidents and Events, and authorizing the Town Manager to execute and expend budgeted funds on behalf of the Town.

Why the action is necessary:

The Town Council approved entering into negotiations with the top ranked firm - Tidal Basin, and Council approval of the negotiated Agreement is needed to comply with the Town's procurement procedures.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

On January 9, 2023, the Town Council requested the 3 top ranked respondents to RFP-23-07-AD - Disaster Recovery and Mitigation Consulting Services for Incidents and Events, make presentations to the Council on January 23, 2023. The presentations were from Synergy Disaster Recovery, Tidal Basin, and Witt O'Brien. The Council ranked Tidal Basin as 1st, the 2nd ranked was Synergy Disaster Consultant, and the 3rd ranked respondent was Witt O' Briens. Thereafter, Council directed the Town Manager to negotiate and bring back an Agreement between the Town and Tidal Basin, the top ranked respondent.

Attachments:

1. Tidal Basin Agreement

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Yadzia Roa, Deputy Town Clerk/Contracts Manager
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 1/30/2023
Approved - 1/31/2023
Approved - 1/31/2023
Final Approval - 2/2/2023

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this ____ day of **February 2023**, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **Tidal Basin Government Consulting, LLC**, with an address of **675 N. Washington Street, Suite 400, Alexandria, VA 22314** (hereafter "Provider").

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

1. **Scope of Services.** Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. **Term.** The term of this Agreement is **3 years** commencing on **February 23, 2023** and terminating on **February 23, 2026**.
3. **Payment Obligation.** The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. **Provider's Obligations.** The Provider's obligations include, but are not limited to, the following:
 - a) **Licensure.** The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) **Provision of Services.** The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.
 - c) **Non-Waiver.** Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials

furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

- d) Indemnity and Hold Harmless. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement.
 - e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A".
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits, or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall 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 Contract's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract. If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
 - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
 - b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.
 - e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
15. Prohibition Against Contracting with Scrutinized Companies. By execution of this Contract,

in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

16. Miscellaneous Provisions.

- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
- b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
- d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
- e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: _____
Keith Wilkins, INTERIM TOWN MANAGER

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: TIDAL BASIN GOVERNMENT CONSULTING, LLC.

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of witness

Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS _____ DAY OF **February 2023**,
BETWEEN THE TOWN AND **TIDAL BASIN GOVERNMENT CONSULTING, LLC** PROVIDER.

1. **SCOPE OF SERVICES**: The Provider will perform the following services under this Agreement:

See Attachment "A"

EXHIBIT “B”

TO THE SERVICE PROVIDER CONTRACT DATED THIS _____ DAY OF **February 2023**, BETWEEN THE TOWN AND **TIDAL BASIN GOVERNMENT CONSULTING, LLC**, PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit “A”:

See Attachment “ B”

2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

See Attachment “ B”

EXHIBIT "C"

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;
- b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;
- c) Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence and \$500,000 aggregate for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.
- d) Business Automobile Liability Insurance with minimum limits of \$500,000 per person and \$500,000 per accident for Bodily Injury Liability and a minimum limit of \$500,000 for Property Damage Liability, or a minimum combined single limit of \$500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Prohibition on Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for covered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over \$10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over \$10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over \$100,000): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Contractors must sign and submit a certification to the Town with each bid or offer exceeding \$100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over \$100,000): Where applicable, all contracts awarded by the solicitor in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Clean Air Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over \$150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over \$250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

**STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM**

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: [Project Monitoring \(floridadep.gov\)](http://ProjectMonitoring.floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant.** The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
- ii. The Town shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
- iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

UEI Unique Entity Identifier (for SAM.gov verification)

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FBD NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN Y N DBE? Y N MBE? Y N WBE? Y N SDB 8A? Y N		IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																	
IS THIS SUBMISSION A REVISION?		Y N		IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Native American	NA																				
Subcont. Asian American	SAA																				
Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Contractor (Firm Name)

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT A

Section 4

Description of Services and Deliverables

The Contractor shall provide qualified personnel to perform services related to recovery from disasters. These individuals shall have a working knowledge of all FEMA Public Assistance Program regulations and Policies and other recovery grants. The contractor shall perform all identified tasks within the scope of work with personnel that meet the assigned position skill set.

The Contractor shall not provide any Services until receiving a written notice to proceed from the Town. The Provision of Services will be based on task orders, signed by the Parties, which describes the Services to be provided and specify, with respect to the persons providing those Services, the number of personnel, position descriptions with qualifications, hourly rates, total hours to be expended and the not to exceed amount.

The primary scope of work to be provided to the Town is listed below. However, the Town reserves the right to request any of the services described in Section 4 on an as needed basis. Costs for such requested services will be negotiated according to unit prices contained in Form 1-Price Sheet.

The types of services that may be included, but are not limited to:

1. Disaster Recovery Financial Services

During the terms of this contract, the Contractor shall provide all personnel, equipment, and resources necessary to assist the Town in identifying and properly documenting (i) all emergency management and disaster recovery services provided, and all related costs incurred by the Town as a result of any declared and non-declared events, and (ii) all donations and volunteer services received by the Town, in response to emergency management and recovery efforts (Services). The Services performed by the Contractor may, at the direction of the Town, include, but not be limited to the following:

- a) Provide personnel to augment recovery capabilities for declared and nondeclared events as needed by the Town;
- b) If necessary, provide emergency planning, disaster recovery, mitigation planning and program management services required/requested by the Town;
- c) Provide pre-trained specialists under the FEMA Public Assistance Program as needed (including experience with alternative procedures);
- d) Prepare with State, FEMA and applicants the scope of work and cost estimates for recovery project worksheets using Category A through G as necessary, and prepare necessary documentation to support the same;;
- f) Write requests for time extensions to FEMA;
- g) Participate in Joint Preliminary Damage Assessments with Federal, State, and local partners;
- h) Track and monitor Contractor's own time and activities by project, or as otherwise allowed by Federal guidance for direct administrative, indirect and project management costs;
- i) Track progression of all project worksheet versions through closeout;
- j) Provide accurate, complete and timely invoices;
- k) Provide services in a professional manner at all times;
- l) Provide performance/ progress reports to the Town as requested;
- m) Provide and gather supporting documentation for grant eligible projects and completing documentation required to receive reimbursement. Such responsibility includes, but is not limited to, processing Requests for Reimbursement, preparing Summaries of Documentation, preparing quarterly reports, performing small project validation, assisting with hazard mitigation application development, and assisting with closeout activities, audits, appeals, and requests for final inspection;

- n) The Contractor shall have experience in transitioning cost recovery services from another entity with minimal disruption of services. During a potential transition period the contractor shall meet all Public Assistance deadlines as well as comply with any audit and closeout requirements. These requirements extend to past, current or potential future incidents that may occur prior to the contract award.
2. The Contractor must comply with all FEMA procurement and contracting requirements, including compliance with the Additional Federal Terms and Conditions (Attachment A), FEMA's Super Circular (79. Fed. Reg. 75871) and with 2 CFR, Part 200.3 17 through Part 200.326.
- 3) In addition, as needed, the Contractor should be capable to meet all of the Town's needs including but not limited to, the following:
- a) Provide disaster recovery, mitigation, planning and program management services required/requested by the Town;
 - b) Prepare Project Worksheets and Detailed Damage Inspection Reports as required or needed;
 - c) Make project eligibility determinations, research and maintain documentation to support eligibility;
 - d) Coordinate with State and Federal Agencies;
 - e) Work with local government staff to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications;
 - f) Conduct public meetings to assist homeowners with the program requirements;
 - g) Prepare project Scope of Work and budget;
 - h) Comply with all grant program mandates and documentation requirements;
 - i) Conduct financial tracking of program funds and payments;
 - j) Develop and submit quarterly progress reports to the Town and the State;
 - k) Assist and facilitate local government staff with the Public Assistance (PA), HMGP, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), Community Development Block Grant (CDBG) and CDBG-DR, and Economic Development Administration (EDA), Fire Management Assistance Grant program (FMAG), and Pre-Disaster Mitigation (PDM) processes;
 - l) Provide in-progress reviews as required to keep the Town informed on project progress;
 - m) Prepare Project Worksheet and grant closeout packages;
 - n) Review all procurement to ensure eligibility;
 - o) Track all disaster related expenses and maintain support documentation to justify each expenditure;
 - p) Assist with integrating mitigation actions into the recovery process, specifically with the use of Section 406 hazard mitigation funds;
 - q) Obtain data base access to all FEMA and State of Florida Disaster Recovery, specifically FEMA Grants Portal and Florida PA.
 - r) Provide grant management advice to the Town related to FEMA, Federal, or State agency pass-through grants. The Contractor will review the Town's current record keeping strategy for documentation. The Contractor may be required to provide the Town with pre-disaster assistance in an effort to assess what requirements are needed within the Town to prepare for gathering the needed expenditure data, assign required disaster liaison, and/or any other pre-disaster preparation that may be required. Proposer will assist the affected departments to develop a standard guideline as part of their emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.

(End of Section 4 - Remainder of page intentionally left blank)

Attachment B

Form 1 – Price SheetNAME OF CONSULTANT Tidal Basin Government Consulting, LLCProposal Number RFP-23-07-AD**SCHEDULE OF PROPOSED PRICES/RATES**

Position	Hourly Rate*
Subject Matter Expert (SME)	\$ 185.00
Project Manager	\$ 195.00
Assistant Project Manager	\$ 165.00
Senior Grant Specialist	\$ 155.00
Grant Specialist	\$ 125.00
Damage/Safety Inspector	\$ 189.75
EOC Support	\$ 165.00
Sr. Engineer	\$ 247.25
Engineer	\$ 155.25
Jr. Engineer	\$ 132.25
EHP Specialist	\$ 185.00
Cost Estimator	\$ 185.00
GIS Specialist	\$ 155.00
Admin. Assistant	\$ 75.00
Anticipated Total NTE	\$ N/A Per 12/22/22 Addendum

2

*Travel expenses such as lodging and per diem, should not be part of the hourly rates above, and will follow guidelines established by the US General services Administration (GSA) applicable rates for the area.

1. **Requested Motion:**

Meeting Date: February 6, 2023

Persaud Properties FL Investments, LLC, v. Town of Fort Myers Beach, Florida and Roger Hernstadt; Case No. Case No. 2:21-cv-384-JLB-NPM pending before the United States District Court Middle District of Florida, Fort Myers Division.

Persaud Properties FL Investments, LLC vs. Town of Fort Myers Beach, Florida, Case No. 2017-CA-000219 pending before the Circuit Court of the 20th Judicial Circuit in and for Lee County

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

TOWN ATTORNEY'S ITEMS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk

Created/Initiated - 2/1/2023