



Fort Myers Beach Town Council

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

Agenda

Monday, April 17, 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
- VIII. PRESENTATION
 - A. Crowder Gulf
Debris recovery, future debris collection and the condition of Bay Oaks Recreational Campus.
- IX. APPROVAL OF MINUTES
 - A. Town Council - April 3, 2023
 - B. Management & Planning Session - April 6, 2023
- X. CONSENT AGENDA
 - A. Special Event - Mother's Day 5K Run in Times Square
Special Event - Mother's Day 5K Run in Times Square
 - B. Resolution 23-34; Lee County Beach Cleanup
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND LEE COUNTY, FLORIDA, FOR THE PURPOSE OF REIMBURSEMENT FOR THE CLEANUP OF FISH AND MARINE LIFE WASHING UP ON BEACHES CAUSED BY RED TIDE; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.
 - C. Resolution 23-35 Fee Schedule Amendment

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ADOPTING AND IMPLEMENTING, BY REFERENCE, THE FY2022-2023 TOWN WIDE FEE SCHEDULE. UNLESS PROHIBITED BY STATE LAW OR THE TOWN CHARTER, PROVIDING FOR CODIFICATION, CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

XI. PUBLIC HEARINGS

- A. Ordinance 23-07; Rezoning of 2545 and 2555 Estero Boulevard
1st Reading and Public Hearing on proposed Ordinance 23-07 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA PERMITTING REZONING FROM CPD, COMMERCIAL PLANNED DEVELOPMENT TO IN, INSTITUTIONAL FOR A PROPERTY LOCATED AT 2545 AND 2555 ESTERO BOULEVARD FORT MYERS BEACH, PROVIDING FOR REVISIONS TO CONDITIONS OF APPROVAL, AND OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on May 3, 2023 at 9:00 am. This requires a supermajority vote.

XII. ADMINISTRATIVE AGENDA

- A. Resolution 23-36; Andrew Hyatt Employment Agreement
A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND ANDREW HYATT AS TOWN MANAGER, ATTACHED AS EXHIBIT "A;" AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
- B. RFQ-22-25-AD; Ongoing Misc. Professional Services
Approve and authorize the Town Manager to execute contracts with the top ranked firms under each category for Ongoing Miscellaneous Professional Services.

XIII. FINAL PUBLIC COMMENT

XIV. TOWN MANAGER'S ITEMS

XV. TOWN ATTORNEY'S ITEMS

XVI. COUNCILMEMBERS ITEMS AND REPORTS

XVII. ADJOURNMENT

NOTE: THIS MEETING IS STREAM 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.



Fort Myers Beach Town Council

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

Minutes

Monday, April 3, 2023

1:00 PM

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 Veatch.

Motion carried unanimously.

V. PUBLIC COMMENT

John McLean, resident, thanked the Council for the public session to meet the candidates.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member King noted that he had a nice evening at the Mound House and looked forward to the upcoming ribbon-cutting ceremony.

Mayor Allers also enjoyed the Mound House evening and added that although he would be out of town for the ribbon-cutting event, he would be there in spirit.

Vice Mayor Atterholt recognized and thanked the town's former security guard, Mo, whose last day was Friday. He commented on his friendly demeanor and noted he accepted another position at his home in Miami. He also thanked Donna at the front desk for her service.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

No items.

VIII. APPROVAL OF MINUTES

- A. Management & Planning Session - March 9, 2023
Council Member King moved to approve the minutes; second by Council Member Woodson.
Motion carried unanimously.
- B. Town Council Joint Session with LPA - March 9, 2023
LPA Member Boan was erroneously referred to as a Council Member on page 3 and his last name was misspelled.
Council Member King moved to approve the minutes as amended; second by Council Member Woodson.
Motion carried unanimously.
- C. Town Council - March 20, 2023
Council Member King moved to approve the minutes; second by Council Member Woodson.
Motion carried unanimously.
- D. Town Council Joint Session with LPA from March 20, 2023
Council Member King moved to approve the minutes; second by Council Member Woodson.
Motion carried unanimously.

IX. CONSENT AGENDA

Council Member Veatch moved to approve the consent agenda; second by Council Member King.
Motion carried unanimously.

- A. Resolutions 23-31 and 23-32; Extension of State of Local Emergency
Adopt Resolutions 23-31 & 23-32 entitled: 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.
Mayor Allers read the title of the resolution.
Council Member Veatch moved to approve the resolutions; second by Council Member King.
Motion carried unanimously.
- B. SRF Loan Agreement Amendment 4 - DW360801 - Payment suspension
Authorize the Town Manager to execute Amendment 4 to SRF Loan Agreement DW360801 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$ 574,614 until April 15, 2025 while the Town focuses on hurricane restoration efforts.
Mayor Allers read the title of the item.

Council Member Veach moved to approve authorization; second by Council Member King.

Motion carried unanimously.

- C. SRF Loan Agreement Amendment 5 - SW360860 - Payment suspension
Authorize the Town Manager to execute Amendment 2 to SRF Loan Agreement SW360860 for the Town of Fort Myers Beach, which will suspend semiannual payment activities in the amount of \$ 413,222 until April 15, 2025 while the Town focuses on Hurricane restoration efforts.

Mayor Allers read the title of the item.

Council Member Veach moved to approve authorization; second by Council Member King.

Motion carried unanimously.

X. ADMINISTRATIVE AGENDA

- A. 15-minute question and answer session with each of the Town Manager applicants

Andrew Hyatt discussed his idea of public service and described his experiences at Surfside during COVID. He stated that public safety was job number one. He indicated that he would work closely with the town by giving each resident a voice and would address concerns promptly. He mentioned that he would continue to address opportunities to streamline processes. He said he would work with a divided Town Council by establishing relationships and building a team consensus. Mr. Hyatt commented that he preferred the lifestyle of a beach community and looked forward to challenges. He described his experience creating and managing budgets and noted everything began with a good finance director. He added that he was conservative with budgets. He explained how he built relationships with the residents and felt that working with local and federal governments was essential. Mr. Hyatt referred to his experience with the collapse of the condominium at Surfside. He brought up his emergency management experience with Surfside and past hurricanes. He described how he empowered staff members and noted he was a huge proponent of promoting from within.

Seth Lawless explained that he took politics out of local government and would not develop an agenda because he was there to carry out the will of the majority of the Council. He commented that every avenue of communication should be open to the residents for their input. In the event of a divided Council, he would tread lightly and start with building a consensus and providing recommendations on moving forward. Mr. Lawless noted the town was in an ideal location and had been through three storm cleanups and felt he could handle the challenge. He remarked that basic priorities in the budget had to be taken care of before the wants. He brought up identifying outside sources of revenue, such as grants or appropriations, to develop a long-term plan. He felt that sometimes opportunities had to be created regarding relationships with local and federal governments. He highlighted his experience regarding past construction projects.

Mr. Lawless believed in performance evaluations and strategic planning for staff to help them accomplish their goals.

Jeff Shoobridge felt that working in public service was a service call to do what was right by the community and noted that each community member needed to be heard. He stated that community involvement was essential and noted that being available and listening to the community was the only way to create a unified vision. He felt that his job was to work with Council members as individuals and to provide guidance and information when not everyone agreed. He indicated that he grew up in Cape Coral and was coming home. He felt he was the person who could step in and help to organize rebuilding to maintain the small-town atmosphere. Mr. Shoobridge described how he saved one town's budget from losing \$500,000.00 per year through proper budgeting. He added that transparency in the budget was essential and described how he worked with department heads. He explained that his relationships with the governor and legislature in MN resulted in savings for utilities, sewer, stormwater and drinking water infrastructure along a corridor. Mr. Shoobridge explained his varied background and felt his skill set allowed him to engage productively and effectively with people from all walks of life. He stated that honest communication and setting expectations for staff were crucial. He described avoiding personal attacks by addressing behaviors. He did not believe in changing things that did not need to be changed. He explained how he dealt with letting someone go and added that respect was vital.

Jeff Wilkins agreed that his job was to serve the Council and the public. He described his experience in transit when he worked in IL to comprehensively serve multiple sectors of the public, which resulted in a successful transportation project. He indicated that incorporating public input into processes early on was important. He commented that he would actively listen to Council members when they were divided over a topic and treat each one individually. He stated that he wanted to be a part of the community and enjoyed the town's challenges. Mr. Wilkins noted that the budget should be linked to prioritized projects and goals. He remarked that he had experience with governmental loans, bond finance and capital planning. He indicated that staff needed to know their roles and supported providing training for them to grow. He mentioned creating cross-functional teams for specific projects.

- B. Public Comment regarding prospective Town Manager candidates only
No public comment.

C. Selection of Town Manager

Per Town Council Policies and Procedures, Resolution 23-30: Town Council shall have a 15-minute question and answer session with each of the applicants (previous item). Town Councilors are to have an open discussion of the candidates. Each Councilmember uses the provided ranking sheet to list their order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant's combined ranking score with the lowest score being the candidate selected. A contract negotiator from Town Council is selected and the transition period, if necessary, is discussed.

Mayor Allers asked whether Council members were comfortable with making a selection.

Vice Mayor Atterholt noted he found a candidate he thought would make an excellent town manager.

Council Member Veach was comfortable.

Council Member Woodson was not comfortable and felt there should be stronger candidates.

Council Member King was not totally comfortable moving forward.

Mayor Allers felt comfortable moving forward.

Council Member Veach was impressed with Jeff Wilkins because of his experience with bigger communities and projects. He was also impressed with Andrew Hyatt due to his close hurricane experience and his comment regarding involving the CFO regarding budget impacts.

Vice Mayor Atterholt commented that the interim town managers were not interested in the position. He felt Andrew Hyatt had a spectacular resume and his Surfside experience could help. He noted that Mr. Hyatt adequately addressed why he left Surfside. His second choice was Jeff Wilkins, but he said that his lack of Florida experience put him at a disadvantage.

Council Member Woodson stated that Hyatt and Wilkins were her top two candidates, but Mr. Hyatt gave her a red flag when he made a diversity comment. She could not proceed with Mr. Hyatt even though he was her number one choice.

Mayor Allers supported Mr. Hyatt as the top candidate.

Council Member Veach felt that Mr. Wilkins was a better listener, although his lack of Florida experience made him pause.

Town Clerk Baker tallied the votes and Andrew Hyatt received the lowest score at 5, Seth Lawless received a 12, Jeff Wilkins received a 13 and Jeff Shoobridge received a 14.

Vice Mayor Atterholt recommended that Council Member Woodson be the liaison from the Council to participate in contract negotiations with the interim town managers and town attorney. Council Member Woodson agreed along with the rest of the Council.

Vice Mayor Atterholt moved to authorize the interim town managers, town attorney and Council Member Woodson to enter into negotiations and bring back a contract recommendation by April 17, 2023; second by Council Member Veach.

After a short break, Town Clerk Baker revealed that the scores HAD BEEN re-tallied and were initially read incorrectly. Andrew Hyatt received a 5, Jeff Wilkins received an 11, and Seth Lawless and Jeff Shoobridge tied at 14.

Mayor Allers welcomed Andrew Hyatt to the town. Mr. Hyatt thanked everyone and appreciated the opportunity.

D. ITB-23-10-AD Emergency for Temporary Relocation

Adopt Resolution 23-26 entitled; A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS, FLORIDA, ACCEPTING C.E. GLEESON CONSTRUCTORS INC. AS THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER TO ITB-23-10-AD "EMERGENCY PREPARATIONS FOR TEMPORARY RELOCATIONS; " APPROVING AN AGREEMENT BETWEEN THE TOWN AND C.E. GLEESON CONSTRUCTORS, INC. FOR TEMPORARY RELOCATION WORK; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT, AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Interim Town Manager Wilkins explained that the resolution was to clean up Bay Oaks. Rudy Garcia represented C.E. Gleeson and stated they expected to complete the job before August 10, 2023. Mr. Garcia mentioned that he might be able to help with opening the school and he offered to donate a US flag and a Florida flag to fly over the temporary town hall. He stated that he was ready to start the work immediately.

Council Member King moved to approve the resolution; second by Council Member Veach.

Motion carried unanimously.

E. RFQ-22-25-AD; Ongoing Misc. Professional Services

Accept the recommended rankings for RFQ-22-25-AD and authorize the Town Manager to enter into negotiations with the top 5 ranked firms under each category for Ongoing Miscellaneous Professional Services.

Council Member King moved to accept the rankings; second by Mayor Allers. Motion carried unanimously.

F. Public Claims Adjuster

Authorize the Town Manger to waive the procurement policy and execute an agreement with Garrett Claims Group as Public Adjuster.

Interim Town Manager Holley explained that they were authorizing a contingency agreement to bring an adjuster on board and start demolishing the town hall.

Council Member Woodson moved to authorize; second by Council Member Veach.

Motion carried unanimously.

G. RFQ-23-11-TC; Town of Fort Myers Beach General Legal Representation
Selection of Town Attorney

Interim Town Manager Wilkins stated that he received one response from someone who practiced in Clearwater, FL and lived in Babcock Ranch, FL. He recommended that the town amend the requirements and post the position again. He revealed that he called the firm in Clearwater about two weeks ago and had not heard back. Attorney Sanabria explained the certification process and noted it was issued by the Florida Bar and offered a level of protection. He commented that the certificate applied to individual attorneys, not entire firms. He added that the lack of a certificate did not have a practical effect on the town. Interim Town Manager Holley pointed out that the RFA was created by a recovery contractor who left last week and the interim town managers did not feel qualified to respond to inquiries.

Mayor Allers was uncomfortable with moving forward with the one response and supported removing the board certificate to open up the pool of applicants. Council Member Woodson agreed and wanted to look at what the town needed. Interim Town Manager Holley noted that he had an attorney friend who offered to assist in the search for free.

Council Member Veach did not think they needed to look for another attorney with all the town's other problems. Mayor Allers brought up the lack of responsiveness from the current town attorney. Council Member Woodson agreed. Council Member Veach stated that he had no communication issues. Mayor Allers commented that he requested a volunteer form three weeks ago and still did not have one.

Mayor Allers was in favor of accepting interim Town Manager Holley's offer for his attorney friend to assist with the search.

Mayor Allers moved to reject the current bid and to instruct the interim Town Manager to work with the pro-bono firm to redraft the RFQ-RFP to remove the requirement for the board certification but add the word "preferred," and the attorney had to be within the boundaries, but the firm could be outside the boundaries. Motion withdrawn.

Mayor Allers moved to resubmit a solicitation for a town attorney with the amendments discussed; second by Council Member King.

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

XI. TOWN MANAGER'S ITEMS

Interim Town Manager Holley noted that in the six months since Hurricane Ian, the town had lost several employees. He requested authorization to hire three new staff members who had been on loan from the State in the permitting department. Finance concurred that resources were available to support the positions.

Mayor Allers moved to authorize the interim town managers to hire the three permitting techs to replace those lost; second by Council Member Veach.

Community Development Director Steve Poposki requested four new hires. Interim Town Manager Holley stated that hiring people to review plans and a building inspector was the bigger challenge. He suggested that they hire three permit techs to start and revisit later. He noted they wanted to get the department away from hiring independent contractors to hiring people committed to the community.

Mayor Allers amended his motion to authorize the Interim Town Manager to hire four Permitting Techs; second by Council Member Veach. Motion carried unanimously.

Interim Town Manager Holley noted the bridge loan application had been submitted last week and he was optimistic the Town would hear something next week. The FEMA bridge loan of \$2.5 million was awarded and additional insurance proceeds of about \$2.6 million should be received in a week or two. He described a meeting with Lee County Manager Roger Desjarlais regarding the HUD (Housing and Urban Development) money and noted discussions were ongoing.

XII. TOWN ATTORNEY'S ITEMS

No items.

XIII. COUNCILMEMBERS ITEMS AND REPORTS

Vice Mayor Atterholt indicated that the interlocal agreement negotiations with the Lee County School District were ongoing and a draft was not ready yet. The district requested an informal cone of silence until an agreement was final. The draft will be distributed as soon as it is ready.

Council Member Veach described a hazard mitigation grant program of up to \$150,000.00 to raise or rebuild a house. He encouraged people to visit the town's website to qualify for the program without risk. He noted that he was told the town qualified for USDA (U.S. Department of Agriculture) funding. He requested that Tidal Basin keep the Council updated on the status of grants and loans and Mayor Allers supported his request. Interim Town Manager Wilkins agreed and will request a monthly update.

Council Member Woodson noted the town finally had mail delivery service and thanked Vice Mayor Atterholt for his work.

Council Member King added that his neighbor was happy to receive mail even though it was all bills.

XIV. ADJOURNMENT

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

The meeting was adjourned at 3:50 p.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Thursday, April 6, 2023

9:00 AM

ORDER OF BUSINESS

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. Parking Fines

Provide clear direction regarding parking fines

Accounting Manager Cheri Russ clarified that fines for parking violations started at \$77.00 if paid within 30 days and \$100.00 after 30 days. Fines for violating an accessible parking space resulted in a \$250.00 fee. Consensus was reached to include credit card convenience fees in the fines.

Vice Mayor Atterholt requested a five-minute grace period before citations were issued. Interim Town Manager Wilkins stated that the system was automated and provided a ten-minute grace period. Mayor Allers noted that some people could not extend the time via the app past two hours. Interim Town Manager Wilkins will look into the issue.

B. Short Term Rental Fees

Clarification of Short Term Rental Fees

Accounting Manager Russ confirmed that a \$100.00 fee per bedroom was added to the short-term rental fees with the FY23 budget process. Council Member Woodson felt the charge was excessive. Council Member Veatch supported the charge and noted the town's rates with the increase were in the middle of the field compared to other beach communities in the area. He cited statistics concerning how short-term vacation rentals harmed communities and subsidized a special interest.

He added that short-term rentals would not bring children to the town's school. Mayor Allers did not support the charge and stated it was not intended to be a revenue-generating stream. Manager Russ responded that the original \$50.00 fee was to cover administrative costs, but when the fee was increased to \$300.00, the difference was to be allocated to workforce housing. Council Member Veach commented that the short-term rentals affected affordability, schools and the number of residents in the town.

Town Attorney Herin, Jr. stated that according to the State, zoning regulations could be lessened but not more restrictive. Council Member Veach supported debating the issue during the budget cycle. Mayor Allers suggested adding a 3% increase annually to the flat fee instead of the \$100.00 per bedroom fee.

Vice Mayor Atterholt felt they needed a broader discussion with the community and the Mayor's compromise was a good one. Interim Town Manager Wilkins suggested holding budget workshops in June or July. Accounting Manager Russ stated that increasing the fees would not affect the budget. She noted that last year's increase resulted in \$788,000.00 for workforce housing.

Council Member Veach questioned whether the town could survey residents who were not on the island. Interim Town Manager Wilkins replied that they could create an online survey.

Council Member Woodson questioned how the town would be involved with workforce housing. Council Member Veach responded that he would like to invite a representative from Sanibel to discuss how they implemented their program. Vice Mayor Atterholt discussed potentially building workforce housing above the Town Hall and Council Member Veach discussed submitting proposals for hazard mitigation grants and workforce housing.

Mayor Allers suggested that the topic be added to a future M&P. Consensus was held to eliminate the \$100.00 fee and impose a 3% annual fee to the current \$300.00 registration fee.

C. Beach Vendor Fees

Clarification of PWVL/Beach Furniture Vendor Fees

Accounting Manager Russ clarified that the Beach Vendor fee was \$120.00 and the PWVL fee was \$375.00 with a 3% annual increase. Council Member Veach brought up the lack of enforcement and Council Member Woodson felt that violations should be dealt with individually instead of raising license fees.

IV. AGENDA MANAGEMENT

A. April 2023

Add an overview regarding how special exceptions, variances, CPDs and amendments to the comp plan worked to the M&P agenda on May 4, 2023. Invite Melissa Rice to the May 15, 2023, meeting to discuss how Sanibel manages its workforce housing program.

Add a discussion to a future M&P regarding pedestrian overpasses.

Add workforce housing discussion date TBD.

Add a discussion regarding BORCAB's responsibilities to a regular meeting agenda.

Add a discussion concerning reallocating funds for capitol projects to a future M&P.

V. ADJOURNMENT

Council Member King moved to adjourn the meeting; second by Council Member Woodson.

Motion carried unanimously.

The meeting was adjourned at 10:39 a.m.

1. **Requested Motion:**

Meeting Date: April 17, 2023

Special Event - Mother's Day 5K Run in Times Square

Why the action is necessary:

Ord. 20-17

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Ord. 20-17

4. **Submitter of Information:**

5. **Background:**

Set up starts at 6am. Timing equipment and registration table, cones on the beach and water station and the blow up finish line.

A DJ will be playing music and announcing the race. The race itself will take approximately 90 minutes, with refreshments at the finish line, with the expectation of noon for the ending of the event. Only requesting the use of Town property.

Attachments:

1. 232614 Updated App
2. Updated Race Course

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Code Supervisor/STR Coordinator
Steve Poposki, Community Development Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 3/30/2023
Approved - 3/30/2023
Approved - 3/31/2023
Approved - 4/4/2023
Final Approval - 4/5/2023



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

Tel: (239) 765-0202 ext. 1303 * Fax: (239) 765-0909 Email: Permits@fmbgov.com

*Revised
3-21-23*

232614

Name of Event:

MOTHERS Day 5K To Benefit FMB Strong

Attach separate sheet of paper with detailed description of event

Attached

Date(s) and times of event:

May 13th 7:30AM TO 11AM

Address where event will be held:

TIMES SQUARE - FORT MYERS BEACH

Expected # of participants/attendees:

100

Sponsoring Organization:

BEACH TALK RADIO

Organization Address:

12700 VISTA Pine Circle

Contact Person Name:

ED RYAN

Phone #

239-247-3833

E-Mail

edryantheeditor@gmail.com

Amplified Music Y

X

N

500 Foot Notifications

Copy of Letter

Renting Town Property Y

N

X

Renting Parking Spaces Y

N

X

How many spaces?

N/A

How many hours?

N/A

Extension of Premise? Y

N

ABT Form

How many days?

1

(If over 3 days - must go to Council)

Letter of Permission to use property

Letter of Permission to use parking

Parking Plan

Site Plan

Insurance

Attached

(Naming Town of FMB as Certificate Holder)

Requesting Water Y

N

X

Electric Y

N

X

Approval of requests below are subject to Council approval and are not guaranteed

Waiver of Open Container Y

N

X

Waiver of Town Fees Y

N

X

Waiver of Noise Ordinance Y

N

X

Recurring Event Y

N

X

Applicant's Signature:

Edward Ryan

Date:

3/21/23



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 ext. 1303 * Fax: (239) 765-0909 Email: Permits@fmbgov.com

Applicant to Complete:

Company managing trash removal: Beach TALK RADIO

of dumpsters _____ Type of dumpsters _____

Who is responsible for clean-up and payment Beach Talk Radio

Town right of way Parking use: _____ number of spaces _____

To be completed by Town Hall Staff:

FMB Public Works:

Road Closures: Y _____ N _____ Bridge Closure: Y _____ N _____

Comments: _____

Approval: _____ Date: _____

FMB Environmental Science:

Comments: _____

Approval: _____ Date: _____

Turtle Time Inc. Eve Haverfield Tel (239) 481-5566 Email: cvc@turtletime.org

Turtle Season is May 1 through October 31st

Comments: _____

Approval: _____ Date: _____

Please forward the completed application and site plan along with the individual approval request to each identified agency below. Once complete return all to our office.

Florida DEP: DEP now provides an online application process for minor event approval

Self Certification for CCCL Permit Guidance Document: <http://www.dep.state.fl.us/beaches/>

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer

Tel (239)770-7502 Fax(850)412-0590

Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

Check list: Application _____ Site Plan _____ Description _____

Florida DEP approval: _____ **Date:** _____

Turtle Time Inc.: Eve Haverfield

Tel (239)481-5566 eve@turtletime.org

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

Turtle Time approval: _____ **Date:** _____

FORT MYERS BEACH FIRE DEPT

100 Voorhis Street · Fort Myers Beach, Florida 33931

Tel (239) 590-4210

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

Print Name

Approval Signature

Date

prevention@fmbfire.org – For Fire Department Handbook and additional application.

LEE COUNTY SHERIFF'S DEPT

15650 Pine Ridge Road, Fort Myers, FL 33908

Tel (239)477-1830

Fax (239)432-0268

Parking: _____

Deputies (how many?) _____

Traffic Control: _____

Fees: _____

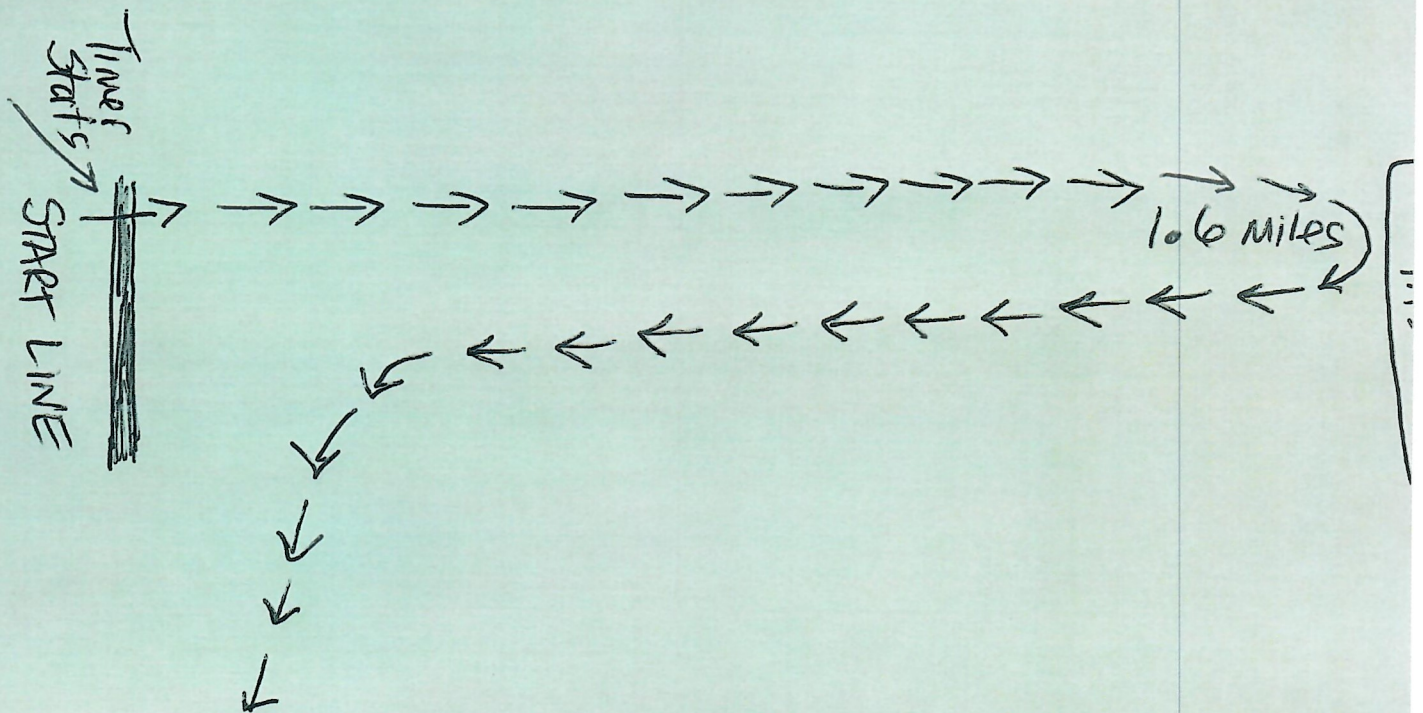
Special Arrangements: _____

Print Name

Approval Signature

Date

MOTHERS Day 5K Run/Walk Course



↓ 3.2 miles

The Times Square
CLOCK



5/13 Mothers Day 5K SITE Map

TIMES SQUARE

FINISH Line WATER Station CLOCK

NON profit NON profit NON profit NON profit

DJ

NON profit NON profit NON profit

NON profit

NON profit

PLAKA

NON profit

NON profit

Pete's Time Out

LA OLA Restaurant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 35378
INSURED Beach Talk Radio Edward Ryan 12700 Vista Pine Circle Fort Myers FL 33913	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	3DS5474-M3672642	05/13/2023 12:01 AM	05/14/2023 12:01 AM	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Deductible	\$ 1,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.

Attendance: 200, Event Type: 5 K Run.

CERTIFICATE HOLDER**CANCELLATION**

Town of Fort Myers Beach 2525 Estero Boulevard Fort Myers Beach, FL 33931 2525 Estero Boulevard Fort Myers Beach FL 33931	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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May 13, 2023 Beach Talk Radio Mothers Day 5K

Location: Times Square

Itinerary for the day

Timing equipment and registration table setup will begin at 6AM.

Runners and walkers will be able to register from 6:30AM until race time. Most of the registration process is handled online. On site the only thing that needs to be picked up is timing chips and last minute registrations.

Race volunteers will set up the cones on the beach at 7:15 AM.

Water station at the half way point will be set up at 7:30AM.

The race begins at 8AM with runners going off first and walkers after the runners.

The start line will be on the beach by the pier. The finish line will be by the poinsettia tree so the crowd in the square can see the runners cross the finish line and we can announce their names.

We will have a DJ playing music from 8AM until Noon when the event ends. The DJ will also be announcing the names of the participants as they cross the line. I've also attached the finish line inflatable that will be in Times Square.

We will have a table set up near the finish line with water, Gatorade, bananas and bagels for the finishers. This will be free to all the participants. We will give medals out to the top three male and female winners in every age category from teens to 60 plus.

We expect the race to take no longer than 90 minutes so all cones should be off the beach by 10AM. The runners will be running on the hard sand closest to the water. We expect the entire event to be done between 11 and noon as people drift off after they've finished the race and had a bite to eat.

We have invited non-profit organizations to set up tables in Times Square (similar to our Sunset Celebration event). They would set up at 7AM and depart at noon when the event is over.

We are not selling food

We are not selling alcohol.

100 percent of the proceeds from race registrations will be given to FMB Strong to help with supplies for people who live on Fort Myers Beach



3/22/23

500 Foot Notification of Event

May 13, 2023

To Neighboring Properties of Times Square on Estero Boulevard

Please let this notice serve that we are holding an event called **5K For Mothers Day** on Saturday, May 13th 2023 from 8AM to 12PM. The event is a 5K running race which includes non-profit vendors set up in Times square during that morning only.

This event will have amplified music provided by a live DJ, and we will additionally be announcing the winners of the race on a microphone sound system.

For further information, please contact:

Ed Ryan

CEO

Beach Talk Radio

239-247-3833

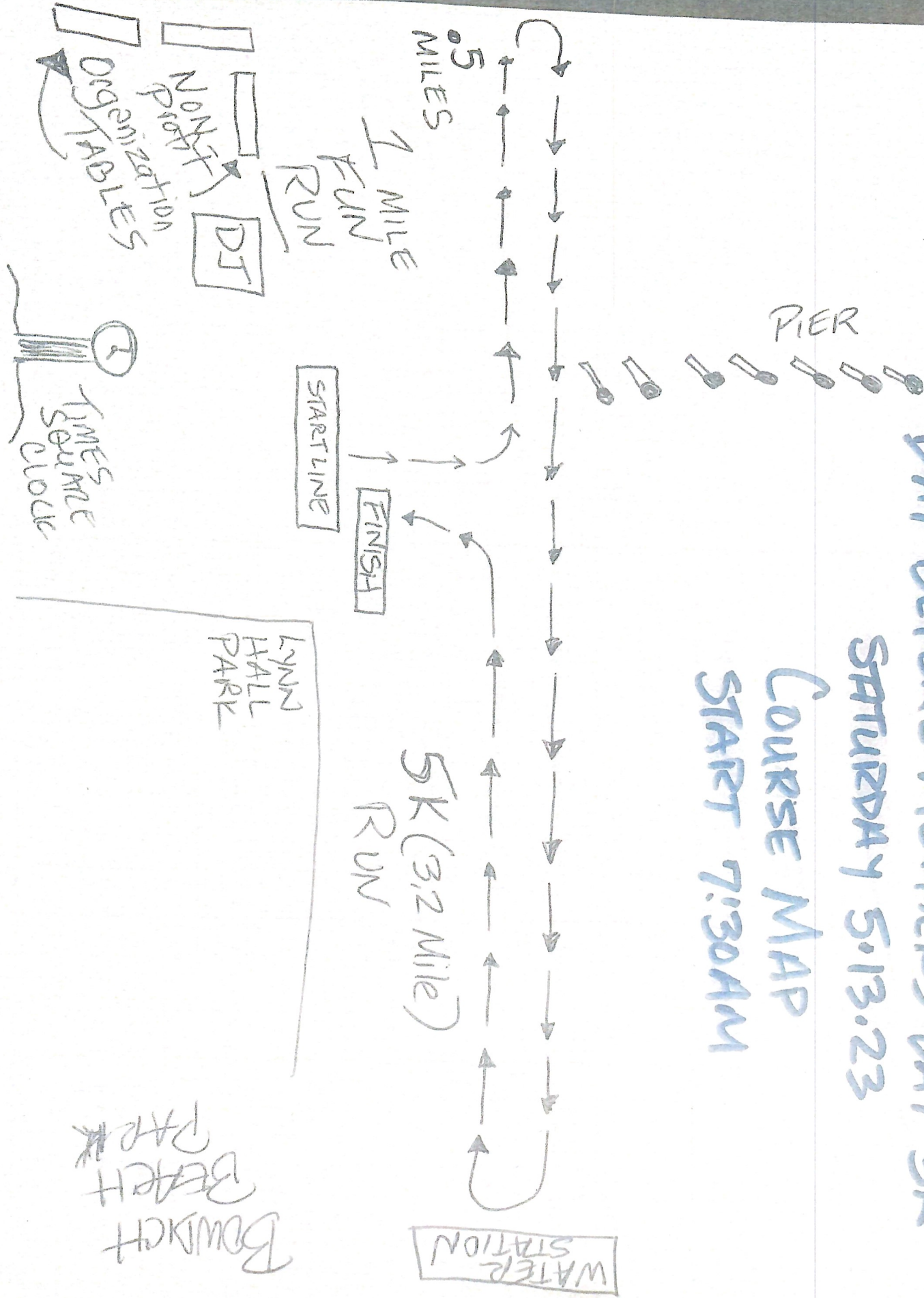
edryantheeditor@gmail.com

DAY BEFORE MOTHERS DAY 5K

SATURDAY 5.13.23

COURSE MAP

START 7:30AM



1. **Requested Motion:**

Meeting Date: April 17, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND LEE COUNTY, FLORIDA, FOR THE PURPOSE OF REIMBURSEMENT FOR THE CLEANUP OF FISH AND MARINE LIFE WASHING UP ON BEACHES CAUSED BY RED TIDE; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

Why the action is necessary:

To enter into an interlocal agreement with Lee County for cleanup of fish and marine life washing up due to red tide events and provides an additional expenditure reimbursement source.

What the action accomplishes:

Provides an additional funding program with Lee County to support dead fish and marine life cleanup due to red tide events on the Town's beaches.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Jason Freeman, Public Works
Director

5. **Background:**

This Interlocal Agreement "ILA" authorizes Lee County to reimburse the Town for expenditures for removal of dead fish and marine life due to red tide events in the Town. Lee County received funding through the Florida Department of Environmental Protection and is willing to share that available funding with other local organizations, including the Town to reimburse expenditures used to keep the beaches clean.

The Town executed a similar ILA in 2018 during the previous red tide/algae events.

Attachments:

1. Resolution 23-34, FDEP Lee County Beach Cleanup
2. Interlocal_Agreement_Red_Tide_Cleanup_Town_of_Fort_Myers_Beach_

Financial Impact:

There are no anticipated costs for the Town of Fort Myers Beach in signing this agreement. This program is funded through FDEP and Lee County to disburse the Florida Department of Environmental Protection (FDEP) grant funds to the Town for cleanup of the dead marine life.

6. **Alternative Action**

Do not approve the interlocal agreement and utilize other funding options for covering beach cleanup related expenses.

7. **Management Recommendations:**

Approve the interlocal to provide additional reimbursement sources for maintaining the beaches.

8. **Recommended Approval:**

Jason Freeman, Public Works Director
Jason Freeman, Public Works Director

Created/Initiated - 4/6/2023
Approved - 4/6/2023

John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Approved - 4/12/2023
Approved - 4/12/2023
Final Approval - 4/12/2023

RESOLUTION NUMBER 23-34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND LEE COUNTY, FLORIDA, FOR THE PURPOSE OF REIMBURSEMENT FOR THE CLEANUP OF FISH AND MARINE LIFE WASHING UP ON BEACHES CAUSED BY RED TIDE AND PROVIDING FOR SEVERABILITY 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 (“Town”) 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 Florida Department of Environmental Protection provided grant funds to the County for the purpose of assisting with the cleanup of the large numbers of fish and marine life washing up dead on Lee County's beaches and its waterways which desires to disburse the grant funds to the Town for cleanup of the dead marine life; and

WHEREAS, the Town desires to receive reimbursement for current and future expenditures related to cleanup on the beaches cause by Red Tide events; and

WHEREAS, the Town desires to enter into an Interlocal Agreement with the County that grants the County the authority to administer and provide reimbursement for expenditures made on efforts to remove dead fish and marine life from the local beaches; and

WHEREAS, it is in the best interest of the Town, its business owners, property owners, residents, and visitors to enter into the Interlocal Agreement with the County attached as Exhibit “A” to this Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AS FOLLOWS:

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. The Interlocal Agreement (“Agreement”) between the Town and the County attached as Exhibit “A” is approved and the Mayor is authorized to execute the Agreement on behalf of the Town and the Town Manager or designee is authorized to take all necessary actions and expend budgeted funds to implement this Resolution and the Agreement.

Section 3. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 4. This Resolution shall become effective upon adoption by the Town Council.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member _____ and seconded by Council Member _____, and upon being put to a vote, the result was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
Bill Veach, Council Member	_____
John King, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this 17th day of April 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

This Resolution was filed in the Office of the Town Clerk on this ____ day of April 2023.

**INTERLOCAL AGREEMENT BETWEEN
LEE COUNTY AND THE TOWN OF FORT MYERS BEACH**

THIS INTERLOCAL AGREEMENT is made and entered into this_____ day of _____, 2023, by and between LEE COUNTY, a political subdivision and charter county of the State of Florida ("County"), and the TOWN OF FORT MYERS BEACH, a municipal corporation of the State of Florida ("Town"), collectively the Parties hereto, for the purpose of reimbursement for cleanup of fish and marine life washing up dead on beaches caused by Red Tide.

WHEREAS, the Board of County Commissioners approved a \$90,000.00 grant from the Florida Department of Environmental Protection on December 20, 2022, in response to the Harmful Algal Blooms causing large numbers of fish and marine life to wash up dead on Lee County's beaches; and

WHEREAS, the Board of County Commissioners approved the first amendment to the grant agreement for an additional 120 days, through May 28, 2023; and

WHEREAS, the Florida Department of Environmental Protection provided grant funds to the County for the purpose of assisting with the cleanup of the large numbers of fish and marine life washing up dead on Lee County's beaches and its waterways; and

WHEREAS, the Town has spent monies to cleanup of the large numbers of fish and marine life washing up dead on its beaches and waterways; and

WHEREAS, the County desires to disburse the Florida Department of Environmental Protection (FDEP) grant funds to the Town for cleanup of the dead marine life; and

WHEREAS, the Town Council is the governing body in and for the Town of Fort Myers Beach; and the Board of County Commissioners is the governing body in and for Lee County; and

WHEREAS, both the County and the Town are duly empowered pursuant to Florida Statutes, in particular Section 163.01, Florida Statutes, to enter into Interlocal Agreements; and

WHEREAS, it is in the public's interest for the County and Town to enter into this Agreement.

NOW, THEREFORE, the Parties agree to the following terms and conditions hereinafter set forth, the County and the Town, intending to be legally bound, hereby agree as follows:

1. Recitals as set forth above are incorporated into the terms of this Interlocal Agreement as if set forth herein at length.
2. This Agreement is effective as of February 28, 2023.
3. This Agreement is a cost reimbursement Agreement. The County may pay the Town for the cleanup of the Town's beaches in response to fish and marine life washing up dead because of Red Tide. Reimbursement for the expenses related to the dead fish and marine life cleanup will depend on the amount of grant monies received from FDEP and the contributions to other governmental entities for their cleanup. The County shall not provide the Town an advance of the grant funds under this Agreement.
4. If, in either Parties' determination, changes to this Agreement are required by law or otherwise desirable, such determining Party shall provide written notice of all such changes to the other Party. Such other Party shall then be responsible for any due

diligence necessary to determine the impact of the modification. Any modification of this Agreement must be in writing and duly signed by all Parties in order to be enforceable.

5. This Agreement is subject to the provisions of chapter 119, Florida Statutes, relating to public records. Any document the Town submits to the County under this Agreement may constitute public records under the Florida Statutes.
6. The County may terminate the Agreement if Town fails to honor any term of the Agreement, abide by any statutory, regulatory, or licensing requirement; funds to finance this Agreement become unavailable or if state funds upon which this Agreement is dependent are withdrawn.
7. The County, by written notice to Town may terminate this Agreement in whole or in part when the County determines in the County's sole and absolute discretion that it is in the County's interest to do so.
8. Notwithstanding anything in this Agreement to the contrary, the County has an absolute right to recoup the grant funds based on the FDEP conditions for the grant funds. The County may refuse to reimburse the Town for any cost if the County determines that such cost was not incurred in compliance with the terms of this Agreement.
9. The County may refuse to reimburse the Town for any cost if the County reasonably determines that such cost was not incurred in connection with the cleanup of dead marine life as required by the terms of this Agreement.
10. No assignment, delegation, transfer, or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by the County and the Town.

11. Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement, shall be delivered to the County at the Office of the County Manager and to the Town, at the Office of the Town Manager.
12. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
13. The Parties agree that by execution of this Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for by Florida Statutes.
14. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provisions of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.
15. The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida.
16. Each Party shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the day and year first written above.

ATTEST:

TOWN OF FORT MYERS BEACH

By: _____
Clerk, Town of Fort Myers Beach

By: _____
Dan Allers, Mayor

APPROVED AS TO FORM:

By: _____
Town Attorney

ATTEST:
CLERK OF THE COURTS
Kevin C. Karnes, Clerk

**LEE COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Brian Hamman, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Office of the County Attorney

1. **Requested Motion:**

Meeting Date: April 17, 2023

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ADOPTING AND IMPLEMENTING, BY REFERENCE, THE FY2022-2023 TOWN WIDE FEE SCHEDULE. UNLESS PROHIBITED BY STATE LAW OR THE TOWN CHARTER, PROVIDING FOR CODIFICATION, CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

To increase the fines to discourage violations.

What the action accomplishes:

To increase the fines to discourage violations.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Cheri Russ, Accounting
Manager

5. **Background:**

Parking meter violations are currently set at \$35 if paid within the first 3 days, \$50 if paid within 4-10 days, and \$70 if paid after 10 days. The hourly rate for parking is \$5. Assuming a visitor parked for 8 hours, the amount paid would be \$40, therefore it would be cheaper to pay the violation fee instead of the hourly rate. Council is now proposing increasing the violation fine to \$77 for the first 30 days and \$100 after 30 days.

Attachments:

1. 23-35, Town Wide Fee Schedule-C
2. Fee Schedule

Financial Impact:

There would possibly be an increase in revenue from violation fines, however that is not the purpose of the increase.

6. **Alternative Action**

Leave the meter violations as they currently exist.

7. **Management Recommendations:**

Approve the increase in fines.

8. **Recommended Approval:**

Cheri Russ, Accounting Manager
Cheri Russ, Accounting Manager
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins, Interim Town Manager

Created/Initiated - 4/6/2023
Approved - 4/10/2023
Approved - 4/12/2023
Approved - 4/13/2023
Final Approval - 4/13/2023

RESOLUTION NUMBER 23-35

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ADOPTING AND IMPLEMENTING, BY REFERENCE, THE FY2022-2023 TOWN WIDE FEE SCHEDULE. UNLESS PROHIBITED BY STATE LAW OR THE TOWN CHARTER, PROVIDING FOR CODIFICATION, CONFLICT OF LAW, SCRIVENER'S ERRORS, SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166 of the 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 services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter empowers the Town Council 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 the Town Council adopted Ordinance 22-13 to standardize the manner of adopting, amending, and implementing fees and fee schedules through resolution; and

WHEREAS, the Town Council approved and adopted the fees defined in the FY 2022-2023 Town Wide Fee Schedule.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

Section 1. The foregoing whereas clauses are ratified and confirmed as being true and correct, are the legislative and administrative findings of the Town Council and made a specific part of this Resolution.

Section 2. The FY 2022-2023 Town Wide Fee Schedule, a copy of which is attached as Exhibit "A" is approved.

Section 3. This Resolution shall take effect immediately upon its adoption.

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by Council Member ____ and seconded by Council Member ____, and upon being put to a 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 17th day of April 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

This Resolution was filed in the Office of the Town Clerk on this ____ day of April 2023.



FY2022-2023

Town Wide Fee Schedules



FY 2022-2023 TOWN WIDE FEE SCHEDULE

	CURRENT FEE	NOTES
ADMINISTRATIVE ACTIONS		
Administrative COP	1000	
Administrative Setback Variance	750	
ABT Review (Alcoholic Beverages & Tobacco)	50	
Wireless Communication Facility	1500	
Single-Family Minimum Use Determinations (MUD)	350	
Appeal	1000	
Accessory Apartment Determination (AAD)	350	
Base Flood Elevation Determination Letter (FED) BFE	250	
DEP Setback Letter (DEP) (setbacks only - all other inquiries are ZVL or AI)	250	
Zoning Verification Letter (ZVL)	250	
Residential Zoning Requests	\$25 for first 15 minutes of staff time; \$10 for each additional 15 minute increments of staff time	
Historical Review	150	
Recognition Plaque	50	
Administrative Interpretation (ADI)	\$250 + \$100 for each additional issue/question	
Joint-use parking lot approvals	300	
Certificate of Use - Commercial	100	
Temporary Use Permit	100	
Home Occupation Certificate	25	
Sign Permit - Up to 2 signs & additional review after 2 charged at applicable review fees	\$100 + building permit fees as applicable + \$25.00 each additional	
Temporary Sign Permit (i.e. business opening signs)	50	
Garage Sale Permit	10	
Administrative Relief	500	
Pre-Application meetings (1st one No Charge)	\$250 + hourly costs for time over 1hr	
All Grant processing fees	500	
PD Administrative Amendment	1500	
Development Agreement-Original Agreement	5000	
Advertising Costs - Additional	at cost + 10%	
Development Agreement-Amendment	2500	
Advertising Costs - Additional	at cost + 10%	
CODE ENFORCEMENT		
Initial Inspection, Re-Inspection, Pre-Magistrate and Compliance per ½ hour	50	
Mail fees	Actual Postage Cost	
Recording Fees	24	
Code Enforcement Citation Fee	Not to exceed \$500	
Code Enforcement Irreparable/Irreversible Citation Fee	Not to exceed \$5000	
Administrative Support 1 Hour	30	
Fire Department Enforcement Fee	TBD	
Lien Search Fee	35	
Simplifile Fee	Actual Cost to file electronically	
DEVELOPMENT ORDERS		
Development Orders	3000	
Development Order Amendment	775	
LIMITED DEVELOPMENT ORDERS		
Type 1a: Cumulative addition or enlargement of an existing impervious area.	500	
Reseal or Restripe	350	

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 TOWN WIDE FEE SCHEDULE

	CURRENT FEE	NOTES
DEVELOPMENT ORDERS (Continued)		
Type 2: Any out-of-door recreational facilities, provided the total cumulative additional impervious area does not exceed 8,000 sq. ft.	350	
Type 3: Any one-time subdivision of land into 4 or less lots where zoning district regulations permit such subdivision. / Condo creation	\$350 residential splits/\$500 commercial splits	
Type 4: Any single building accessory improvements thereto on a single non-conforming lot as defined in LDC Section 34-3271(b).	500	
Type 5: Any improvements for public water access purposes in town-owned or town-maintained rights-of-way.	350	
Type 6: Any development for fenced or screened outdoor storage as defined in Ch. 34.	350	
Type 7: The installation of new utility lines in existing right-of-ways.	1100	
Type 8: Any other improvement to land determined by the director to have insignificant impacts on public facilities.	1100	
LDO Amendment	50	
Resubmittal	100	
MOORING FIELD (plus all applicable taxes)		
Daily Rate	25	
Weekly Rate	175	
Monthly Rate	410	
Mooring Field Pump Out Paid Rented Mooring	1 pump free/24 hr	
Mooring Field Pump Out Non Mooring Field Rental per Pump Out	5	
DOCKWA Credit Card Processing Fee 3.5%	3.50%	
Lost FOB	25	
Late Fee	5/day	
Merchandise	Price as Marked	
Mooring Field Parking Permit plus any applicable fees	\$30/length of contract	
PARKING FEES		
Annual Rate - Resident i.e. Estero Island Property Owner	25	
Business Owner - Annual	50	
Parking bags per bag	6	
Parking Spot Per Hour (incl. Special Event)	5	
Parking Decal Lost/Stolen/Replacement	5	
Charging Stations	Level 2 - not to exceed \$2/hr Level 3 - not to exceed .60/min	
Right of Way (ROW) per Resolution 18-20	\$100/spot 1st Calendar Yr; \$50/spot per Calendar Yr if paid by Nov. 30th	
PARKS AND RECREATION ORDINANCE 97-5		
Parks and Recreation Ordinance 97-5 Violations	Up to \$500	
PUBLIC HEARING		
Rezoning (conventional)	\$5800 + \$250/Ac over 1 Acre	
Special Exception	\$3800/\$3300 for amendment	
Variance (residential)	1800	
Additional Variance	500	
Variance (non-residential)	2800	
Additional Variance	700	
Application for land development code text amendment*	2800	
Per Added section	if actual charge	
Comprehensive Plan FLUM amendment*	5800	
Per Added acre	if actual charge	
Per Additional acre	1000	
Comprehensive Plan text amendment*	5800	
Per Added policy	if actual charge	

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 TOWN WIDE FEE SCHEDULE

	CURRENT FEE	NOTES
PUBLIC HEARING (Continued)		
COMPREHENSIVE PLAN SMALL SCALE AMENDMENT		
Placement of Fill	1000	
With drainage plan	700	
Adjacent property owner notifications >50	Cost + 10%	
Administrative / Advertising Fee	Cost + 10%	
Vacations (ROW and/or Plat)	1000	
PD Amendment Minor (<1 acre total property area, Public Hearing)	2000	
MCP Extension / Application (w/o rezoning)	3000	
PD Reinstatement	4000	
<i>*Outside consultant fees associated with any application will be passed through to the applicant at 103% of rate billed to the Town by consultant</i>		
Hearings and Appeals going to Council	1000	
PD Base Fee (up to one acre)	\$8000 + \$1000/additional acre	
PD Amendment	6500	
Deviations (residential)	1-5: \$1800/6+: additional \$150/ea	
Deviations (non-residential)	Outside consultant fees associated <u>and required for any application</u> will be passed through to the applicant at a rate determined by the Town Manager and billed to the Town by consultant	
Continuance (case scheduled and advertised)	500	
Deferrals	\$250 after advert./NC before	
Withdrawal	\$250 after advert./NC before	
Appeal to LPA	150	
PUBLIC WORKS		
Labor/Maintenance Cost (Grass cutting, lawn maintenance, special event tasks, etc.)	Actual Cost + \$35/ea	
Inspections/Review/Re-Inspection(s)	50	
Memorial Benches	\$575 (includes intallation) / must pay inscription cost @ \$4/letter	
REGISTRATIONS AND YEARLY RENEWALS		
Displays, Rentals and Permits	150	
Contractor Registration / yearly renewal	25	
Driveway re-inspection	25	
REVIEW FEES		
Zoning Review	100	
Floodplain Review	\$100; \$50 ea submittal after 2nd or \$25 trades, valuation & scope review	
LOMR/LOMA Review	500	
Environmental Review	100	
Re-inspection Fee	50	
FMB Review Fee	25	
Public Works Review Fee	\$70 + cost of subconsultant services	
FMB Review -Resubmittal	\$50 ea submittal after the 2nd resubmittal	
Parking Lot Permit	Per Code	
Parking Lot Yearly Inspection Fee	50	

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 TOWN WIDE FEE SCHEDULE

	CURRENT FEE	NOTES
RIGHT OF WAY PERMIT		
Right of Way Permit	50	
Business Extension/Sidewalk Café Policy per Resolution 18-46	12.50/Sq Ft	
Daily Rental of Bay Side Park (non business extension)	150/hr	
Times Square Event Rentals	To Be Approved By Council Per Event	
SPECIAL EVENTS		
Regular Special Event Permit	100 + 10/day	
Late Fees < 30 days Regular / <45 days Council for a COMPLETED app	50	
Special Event Permits going before Town Council	100 + 10/day	
Farmers Markets	100 + 10/day	
Events With More Than 10 Days	Additional 10% per day	
Beach Access Wedding Permit	350/hr	
Beach Access Wedding Permit with 10 guests or less	150/hr	
STORMWATER REVIEW FEES		
Stormwater Ordinance 15-08	Per Ordinance	
Administrative Fee	Per Ordinance	
Stormwater Review, Inspection and Re-Inspection	50	
NPDES Annual Inspection	100	
STREET PERFORMERS		
Street Performers Permit Application	75	
Street Performers Background Check	75	
Street Performers Received after September 30th-Permit Application	150	
Street Performers Received after September 30th-Background Check	150	
TOWN CLERK		
Miscellaneous Duplications (8.5x11, 8.4x14, 11x17) -single side	0.15/pg	
Miscellaneous Duplications (8.5x11, 8.4x14, 11x17) -dbl side	0.20/pg	
Certification of document & duplication audio	1.00/DVD	No advisory committee meetings
Extensive services beyond 30 minutes	Hourly Rate	
Code of Ordinances/Land Development Code	Online	May be purchased from Municode directly
Comprehensive Plan	Cost + 5% as limited by statute	
TOWN HALL RENTAL		
Town Hall Meeting Room Rental - No Audio/Visual	\$30/hr per staff/security	
Town Hall Meeting Room Rental - Audio/Visual per hour	150	
Town Hall Meeting Room Rental - Public Works Set Up/Clean Up Fee per day	150	
WATER		
Per Rate Study	Resolution 17-33 Adopted 10-16-17	
Meters Purchase & Meters Testing	Actual Cost + 10% Administrative Fee	
Credit Card Processing Fee	3.50%	
Utility Review Fee	\$115 + Cost of Subconsultant Services	
OTHER		
Personal Watercraft Vendor License (PWVL)- Administration, License, Enforcement	685	
Parasailing Vendor License (PVL) - Adminstration, License, Enforcement	685	
PWVL/PVL License Late Fee (After October 1)	25	
Violation of PWVL/PVL License: 1st Violation	150	
Violation of PWVL/PVL License: 2nd and 3rd Violation	300	
Beach Raking Permit	\$25/Property	
Vehicle on the Beach Permit	\$100/Vehicle	

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 TOWN WIDE FEE SCHEDULE

	CURRENT FEE	NOTES
Beach Furniture Vendor License 1st Year	685	
Beach Furniture Vendor License Renewal	685	
Beach Furniture Vendor License Late Fee (After October 1)	25	
Short Term Rental Application Fee	300	

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 TOWN WIDE FEE SCHEDULE

	1st 30 DAYS	AFTER 30 DAYS	NOTES
PARKING FINES			
Meter Violation	77	100	
Prohibited Violations	77	100	
Handicap	250		
Immobilization Fee (officer \$20.00, Kubota \$15.00, boot \$10.00)	45		
Towing Right to Provide Services permit	30		
Passport Fees	Actual cost paid by Customer		

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 PARKS & RECREATION DEPARTMENT FEE SCHEDULES
BAY OAKS RECREATION CENTER

	CURRENT FEE		NOTES
BAY OAKS RECREATION CAMPUS MEMBERSHIPS	Resident	Non-Resident	ESTIMATED REVENUE
Annual Membership - Individual	60	120	
6 Month Membership - Individual	40	75	
Annual Membership - Family	120	240	
6 Month Membership - Family	80	150	
Adult Day Pass - Non-Resident (13+ Years)	7	10	
Child Day Pass - Non-Resident (12 & under)	4	7	
Town of Fort Myers Beach Employee Membership (Full Time staff)	Same as Resident Fee	Same as Resident Fee	
BAY OAKS RECREATION CAMPUS FACILITY RENTAL			
Grounds (Dawn-2pm or 2pm-Dusk) (Grounds defined as passive areas not identified elsewhere within the Fee Schedule) <i>**Building rental may not conflict with After School or Camp Programs</i>	350/hr or 500/day	450/hr or 600/day	Building and Grounds 750/hr or 950/day
EXCLUSIVE USE OF THE RECREATION CENTER - CLOSED TO THE PUBLIC WITHIN NORMAL OPERATING HOURS			
Building - Per Hour Cost - 2 Hour Minimum - Free Parking	250/hr	350/hr	
Banner fee (Annually - Banner can not be larger than 8' x 3')	160	160	
Rod Vayo Field or Wade Jenkins Field - 2 hour minimum	75/hr	125/hr	
Ballfield Lights Cost Per Hour	50/hr	75/hr	
Concession Stand Per Hour/Per Room (Contingent With Additional Rental)	100/hr	200/hr	
Meeting Room - 2 hour rental min - Free Parking	50/hr	100/hr	
Bay Oaks & Pool Store Items and Beverages & Snacks	0	Priced as Marked	
Sport Camps (3- 10 days) Football, Basketball, Baseball & Contractual - Member	No Charge	10	
Youth Sports - Soccer/Little League	No Charge	No Charge	
Youth - Club Rec - during school year - per semester	125	175	
Youth - Summer Camp - Per Week	100	150	
Youth - Fun Days - Per Day	20	30	
Late Pickup from Programs (after 6:01 pm)	20/15 min past 6pm (accumulative) per household	20/15 min past 6pm (accumulative) per household	
Teens/Tweens - Trips & Outings	100% cost recovery	100% cost recovery + \$4	
Adult Sports Teams, Leagues and Tournaments	100% cost recovery	100% cost recovery + \$4	
Pickle ball or Volleyball (day pass/membership required)	5/person per session	10/person per session	
Seniors - Potluck Dinner	Removed - Included in below	Removed - Included in below	
Seniors - Trips, Outings, Events , Theater, Biking, Lunches, Kayaking, Potlucks	100% cost recovery	100% cost recovery + \$8	
Seniors - Kayaking	Included in above	Included in above	
Seniors - Biking	Included in above	Included in above	
Seniors Out To Lunch Bunch	Included in above	Included in above	
Athletic Contractual Programs - Fees vary-set by instructor and staff	70/30 split	70/30 split	
BORC Special Events and Fundraisers	50% cost recovery	n/a	

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 PARKS & RECREATION DEPARTMENT FEE SCHEDULES
BAY OAKS POOL

	CURRENT RATE		NOTES
	Resident	Non-Resident	ESTIMATED REVENUE
POOL DAILY FEES			
No child under 13 years of age admitted without and adult			
Day Pass (13 and up) (children 2 and under are free)	7	10	
Child (24 months - 12 years old)	4	7	
POOL MEMBERSHIPS			
Annual - Individual (classes not included)	120	225	
6 Month - Individual	75	150	
Annual - Family	250	450	
6 Month - Family	150	300	
POOL CLASSES			
Aqua Aerobics & Aqua Yoga Class	4	6	
Open lap swimming Monday, Wednesdays, Fridays 9am-10am and Sundays 10am-12pm	\$3/day	\$5/day	
Pool Contractual Programs - Fees vary-set by instructor and staff	70/30 Split	70/30 Split	
Pool Swimming Lessons	20/session	30/session	
Community CPR/AED/First Aid; CPR/Lifeguarding/AED for Professional Rescuer/Water & Land Spinal; Professional Rescuer CPR/AED & First Aid	\$75-\$175	\$75-\$175	
Late Pickup from Programs	10/15 min increment (accumulative per household past 6pm)	10/15 min increment (accumulative) per household past 6pm	
POOL RENTAL			
	Member/Non-Profit	Non-Member	
Party Packages	TBD	TBD	

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 MOUND HOUSE FEE SCHEDULE

	STUDENT - 13+ & ADULTS W/COLLEGE					
	MH MEMBER	ADULT NON-MEMBER	ID	CHILDREN 6-12	CHILDREN 5 & UNDER	NOTES
MUSEUM ADMISSION						
General Admission	Free	15	8	5	Free	
General Admission FMB Resident	Free	7.5	4	2.50	Free	
Free admission for retired or active military and their families on Veteran's Day	Free	Free	Free	Free	Free	
Free admission for Teachers, Mound House Members	Free	Free	Free	Free	Free	
Guided Museum Tours, Group Tours	Free	20	13	10	Free	
Educational Programs	Free	20	13	10	Free	
Summertime Family Rates (June - August)	TBD	TBD	TBD	TBD	Free	
GROUP RATES						
Proposed: Student Tours (FGCU)	N/A	8	N/A	N/A	N/A	
Group Tours Non Refundable Deposit if cancelled within 3 business days of the tour	Removing	Removing	Removing	Removing	Removing	
STUDENT TOURS						
Students for each activity	\$2/Child + material fee if applicable	\$2/Child + material fee if applicable	\$5/Child + material fee if applicable	\$5/Child + material fee if applicable	Free	
For every 10 children 1 free adult admission						
Extra Adults with Student groups	Free	5	N/A	N/A	N/A	
Program Fee for additional activities	2	2	2	2	Free	
Material Fees	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost	
KAYAK TOURS						
Kayak Tours Non Refundable Deposit if cancelled within 2 business days of the event Per Person	10	15	15	15	N/A	
Mangroves by Kayak Tour includes museum admission and free parking	20	50	50	N/A	N/A	
Family Fun Kayak Tours includes free admission and free parking	15	30	30	30	30	
Sunset Kayak Tour	25	50	50	N/A	N/A	
SPECIALITY TOURS/EVENTS						
Speciality Tours - As Determined	Free	\$5 + Museum Admission	\$5 + Museum Admission	\$5 + Museum Admission	N/A	
Boat Tours - Pure Florida Boat Tours	15	20				
Multi Day Program (Joyful Living Retreat)	150-200	150-200				

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 MOUND HOUSE FEE SCHEDULE

	MH MEMBER/FMB RESIDENTS	NON-MEMBERS	NON-PROFIT/EDUC ORGANIZATIONS	NOTES
MOUND HOUSE FACILITY RENTAL				
Proposed: Wedding Ceremony Only (grounds not to exceed 150 people; free parking)	\$350/hr	\$400/hr	N/A	
Orientation Room-Main Museum	\$65 for 1st Hr/\$45 additional Hr	\$75 for 1st Hr/\$50 additional Hr	\$70 for 1st Hr/\$45 additional Hr	
After Hours Rental (after 5:30 pm or anytime Sunday per hour)	100	150	125	
Grounds (Observation Pier, Special Event Area, Back Patio/ Porch area) - Not to exceed 150 people; free parking	350 Base Rate/hour	400 Base Rate/hour	375 Base Rate/hour	
Individual	35			
Dual plus NARM	100			
Family	50			
Extended Family	100			
Contributor	200			
Patron	500			
Benefactor	1000			
Corporate	2500			
Museum Store Items	Priced as Marked			
Gift Certificates	Priced as Marked			
Mound House Staff Speakers Fee	100			
Friends of the Mound House Membership	\$10 extra per MH Membership			

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 NEWTON PARK FEE SCHEDULE

	TOWN OF FMB RESIDENT	FOR-PROFIT or INDIVIDUAL	NON-PROFIT or EDUC ORGANIZATION	NOTES
NEWTON BEACH PARK RENTALS <i>(parking not included unless otherwise noted)</i>				
Seven Seas Historic Cottage (parking not included)	\$200/Hr	\$250/hr for 1st 2 Hrs then \$75 additional Hr	\$200/hr for 1st 2 Hrs then \$65 additional Hr	
Extra staff site visits/ planning sessions Per Visit	40	60	50	
Large 5 table - Chickee Hut only - up to 2 hours Parking Not Included	15/hr	25/hr	20/hr	
2 table - Chickee Hut - up to 2 hours Parking Not Included	10/hr	15/hr	10/hr	
Newton Park - Cottage and Outside Tiki Huts; restrooms are open to the public	800	1200	900	
After Sunset Fee (applies if rental extends past 8 PM not to exceed past 10pm) - no exterior rentals or lighting allowed during turtle nesting season.				
May through October	\$150/Hr	\$150/Hr	\$150/Hr	
Short Term Instructors	TBD	N/A	N/A	
EDUCATIONAL PROGRAMS				
Beachwalks	Free			
Concessionaire	70/30			
General Educational Programming	\$5-\$15 TBD			

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 BUILDING PERMIT FEE SCHEDULE

REF #	PERMIT	CURRENT FEE	PROPOSED FEE	NOTES
	FIRE REVIEW OR FIRE INSPECTION FEE NOT INCLUDED AND WILL BE CHARGED SEPERATELY BY THE FIRE DEPARTMENT *** IMPACT FEES NOT INCLUDED *** *** SOLID WASTE AND DCA/DBPR FEES NOT INCLUDED*** 1/3 OF THE BUILDING PERMIT FEE WILL BE REFUNDED IF THE PERMIT IS NOT ISSUED WITHIN 3 WEEKS OF RECEIPT OF COMPLETED APPLICATION AND ALL ADDITIONAL INFORMATION REQUESTED BY REVIEWERS.			
	<i>COM – Commercial New Construction, Additions, Alterations, Modular,</i> 1 <i>Foundation</i> Includes: Application Processing Fee Commercial Building Plan Review & Inspection Commercial Environmental Review Commercial Flood Review Commercial Stormwater Review Commercial Zoning Review Plumbing Review, Sub-Contractor Permit, & Plumbing Inspection Electrical Review, Sub-Contractor Permit, & Electrical Inspection(s) Mechanical Review, Sub-Contractor Permit, & Mechanical Inspection	.70 per sq. ft. + 35% of building permit for application and all review fees. EX. 5,000 sq. ft. project = \$4,725.00		
	2 <i>COM – Concrete Restoration</i> Includes: Application Processing Fee Commercial Plan Review Threshold Engineer Report Review Inspection	525		
	3 <i>COM - Roof/ReRoof/Roofover</i> Includes: Application Processing Fee Building Review Flood Review Inspection	500		
	4 <i>CONDO - Condo Residential Unit Remodel/Interior Flat Fee</i> Includes: Application Processing Fee Building Review and Inspection Flood Review Electrical Review and Electrical Inspection Mechanical Review and Mechanical Inspection Plumbing Review and Plumbing Inspection	\$930 for All Condo Remodel Projects		
	5 <i>CONDO - Carport/Garage Flat Fee</i> Includes: Application Processing Fee Building Review and Inspection Stormwater Review Zoning Review Electrical Review and Inspection	700		
	6 <i>DEMO - Commercial and Residential</i> Includes: Application Processing Fee Building Plan Review Environmental Review Inspection	475		

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 BUILDING PERMIT FEE SCHEDULE

REF #	PERMIT	CURRENT FEE	PROPOSED FEE	NOTES
7	DRV - All Driveways Includes: Application Processing Fee Environmental Review Flood Review Stormwater Review Zoning Review Inspection	625		
8	DSH - Dock, Walkway, Pier Platform, Boat Lift, Hoist, Davit Repair, Rip Rap, Seawall, Dredging, Piling, Boat Ramp Includes: Application Processing Fee Environmental Review Zoning Review Inspection	400		
9	DSH - Boathouse and Dock Permit (New Dock/New Boathouse) Includes: Building Review and Inspection Electrical Review and Inspection	Flat Fee \$720 (\$330 for boathouse with \$390 dock fee)		
10	DSH - Boathouse, New or Repair (New Boathouse, Existing Dock) Includes: Application Processing Fee Building Review and Inspection Environmental Review Zoning Review Electrical Review and Inspection	475		
11	FEN - Fence (All Fences, Pool Barriers, Retaining/Garden Wall) Includes: Application Processing Fee Building Plan Review and Inspection Environmental Review Flood Review	475		
12	POL - Pools (Above Ground, Below Ground, Spas) Includes: Application Processing Fee Building Review and Inspection Environmental Review Flood Review Stormwater Review Zoning Review	850		
13	RES - Interior Remodel (up to 50% of Structure Value) Includes: Application Processing Fee Building Review and Inspection Flood Review Electrical Review and Inspection Mechanical Review and Inspection Plumbing Review and Inspection	800		
14	RES - New One & Two Family Dwelling Construction, Remodel, Addition, Carport, Stand Alone Garage *** IMPACT FEES NOT INCLUDED *** Includes: Application Processing Fee Building Plan Review and Inspection Environmental Review Flood Review Stormwater Review Zoning Review Electrical Review and Electrical Inspection Mechanical Review and Mechanical Inspection Plumbing Review and Plumbing Inspection Roof Sewer Connection	Up to 1500 sqft = \$1860 1501-2500 sqft = \$2580 2501-3500 sqft = \$3300 3501-4500 sqft = \$4020 4501-5500 sqft = \$4740 5501-6500 sqft = \$5460 6501+ sqft = Commercial Calculation		

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 BUILDING PERMIT FEE SCHEDULE

REF #	PERMIT	CURRENT FEE	PROPOSED FEE	NOTES
15	RES - Roof, Reroof, Roofover, Insulated Pan Roof Application Processing Fee Flood Review Inspection	300		
16	STRUC - Commercial or Residential Sheds, Decks, Screen Enclosure/Pool Enclosure, Dumpster Enclosure, Radio/TV Antenna, Freestanding Signs, Mobile Home/RV Setup Includes: Application Processing Fee Building Review and Inspection Environmental Review Flood Review Stormwater Review Zoning Review	625		
17	STRUC - Structure Move Includes: Application Processing Fee Building Review and Inspection Environmental Review Flood Review Stormwater Review Zoning Review Electrical Review and Inspection Mechanical Review and Inspection Plumbing Review and Inspection	900		
18	TRADES - Over the Counter Electrical, Mechanical, Plumbing, Solar, Other Misc.(Flatwork, Interior Piping, Dumpster, Gas, Pavers, Fence Repair) Building Permits Not Stated. Includes: Application Processing Fee Any Necessary Reviews	200		
19	WIN - Windows (Commercial, Condos, Residential) up to 5 Windows, including Sliding Glass Doors Includes: Application Processing Fee Building Review and Inspection Flood Review	400		
20	WIN - Windows (Commercial, Condos, Residential) over 5 Windows, including Sliding Glass Doors Includes: Application Processing Fee Building Review and Inspection Flood Review	# Windows x \$30 + \$50 Ex 10 Windows = \$350		
MISCELLANEOUS FEES				
21	MISC - 1st Work Without Permit	3x Building Permit Fee		
22	MISC - 2nd Work Without Permit	5x Buildin Permit Fee		
23	MISC - Change of Contractor	60		
24	MISC - Building Code Administrators and Inspectors Surcharge (Pursuant to Florida Statute)	Determined by Statue		
25	MISC - Department of Business and Professional Regulation Surcharge (Pursuant to Florida Statute)	Determined by Statue		
26	MISC - Inspection/Partial Pass (additional inspection requested by contractor)	60		
27	MISC - Inspection/Re-inspection After Failed Inspection	60		
28	MISC - Inspection/Lock-Out (Inspector did not have access to construction site and has to reschedule inspection)	60		
29	MISC - Permit Extension 1st 3 Months	120		
30	MISC - Permit Extension 2nd 3 Months	180		
31	MISC - Plan Revision (after issuance of permit)	60		
32	MISC - Recording Services	Actual Cost		
33	MISC - Reissuance of Expired Permit: Commercial (not including Code Enforcement fees)	600		

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule



FY 2022-2023 BUILDING PERMIT FEE SCHEDULE

PERMIT	CURRENT FEE	PROPOSED FEE	NOTES
MISCELLANEOUS FEES (Continued)			
MISC - Reissuance of Expired Permit: Residential (not including Code			
34 Enforcement Fees)	300		
MISC - Reissuance of Expired Permit: Trade (not including Code			
35 Enforcement Fee)	120		
MISC - Resubmittal Fee after 1st resubmittal (if our reviewers request more			
information and the information provided by the permit holder does not			
36 fulfill request)	\$60/Resubmittal		
37 MISC - Generator Installation Permit	540		
38 MISC - Temporary CO	210		

Adopted: September 8, 2022 - Resolution 22-29 Fee Schedule

1. **Requested Motion:**

Meeting Date: April 17, 2023

1st Reading and Public Hearing on proposed Ordinance 23-07 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA PERMITTING REZONING FROM CPD, COMMERCIAL PLANNED DEVELOPMENT TO IN, INSTITUTIONAL FOR A PROPERTY LOCATED AT 2545 AND 2555 ESTERO BOULEVARD FORT MYERS BEACH, PROVIDING FOR REVISIONS TO CONDITIONS OF APPROVAL, AND OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on May 3, 2023 at 9:00 am. This requires a supermajority vote.

Why the action is necessary:

The Town Council must read the ordinance title at two separate public hearings

What the action accomplishes:

Scheduling a second public hearing. Pursuant to state law, if the Council wishes to schedule the second public hearing before 5 pm, it must do so by a supermajority vote.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

5. **Background:**

The Fort Myers Beach Fire Control District purchased the subject property in 2020 with the intent of developing a public safety complex. The complex will be located across the street from the site owned by the Town and utilized as Town Hall. There are several civic uses within close proximity, including Bay Oaks parks and recreation facility, the elementary school, and library.

The proposed zoning district, Institutional (IN) is allowed within the Boulevard Future Land Use category.

Attachments:

1. Ordinance- 23-07 FMB fire district ordinance
2. staff report
3. FMBApplicationForPublicHearing
4. Final15Nov22_FMB FireDistrict_ZoningRequest
5. FMB_ConventionalRezoneApplicationsuppliment
6. Ex5-3 AreaLocationMap

Financial Impact:

6. **Alternative Action**

Recommend conditions or amendments to the ordinance and set a second hearing date.

7. **Management Recommendations:**

Schedule a second hearing date for the approval of Ordinance 23-07.

8. **Recommended Approval:**

Sarah Propst, Planning & Zoning
Steve Poposki, Community Development Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk

Created/Initiated - 3/23/2023
Approved - 3/23/2023
Approved - 3/28/2023
Final Approval - 4/4/2023

ORDINANCE 23-07

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA PERMITTING REZONING FROM CPD, COMMERCIAL PLANNED DEVELOPMENT TO IN, INSTITUTIONAL FOR A PROPERTY LOCATED AT 2545 AND 2555 ESTERO BOULEVARD FORT MYERS BEACH, PROVIDING FOR REVISIONS TO CONDITIONS OF APPROVAL, AND OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS 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, Fort Myers Beach Fire Control District ("Applicant"), the owner of the property generally located at 2545 and 2555 Estero Blvd, and identified by STRAP numbers 19-46-24-W3-00458.0000 and 19-46-24-W3-00458.0010 ("Property"), filed an application to rezone the subject property from CPD, Commercial Planned Development to IN, Institutional to support a new fire station for the town; and

WHEREAS, the Property is in the Boulevard Future Land Use Category of the Comprehensive Plan of the Town of Fort Myers Beach, and is under common control of the Applicant as listed in the public records of Lee County Property Appraiser; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on March 14, 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 6-0 to recommend approval of the rezoning request, and

WHEREAS, on April 3, 2023, the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Section 34-85 of the Fort Myers Beach Land Development Code ("LDC"); 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 April 17, 2023; at which time the Town Council gave full and complete consideration to the request of the Applicant,

the recommendation of the LPA, the recommendation of staff, including the consideration and findings in the staff report, the documents in the record, and the testimony of all interested persons, as required by Section 34-85 of the LDC; and

WHEREAS, the Town Council finds the proposed rezoning request is **consistent/not consistent** with the Town of Fort Myers Beach Comprehensive Plan and LDC and voted to **approve/approve with conditions/deny** the Application.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AS FOLLOWS:

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.

Section 2. The Town Council determines the Applicant **did/did not** meet its burden of proof that the requested rezoning **does/does not** meet the requirements of the Town Comprehensive Plan and LDC and approving the request to rezone the subject property from CPD, Commercial Planned Development to IN, Institutional to support a new fire station for the town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties, the Town Council **APPROVES/DENIES** the requested rezoning of the Property.

Section 3. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted LDC or Town Code provision, ordinance, or statute, the most restrictive shall apply.

Section 4. 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 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 as a whole, or any part thereof, other than the part so declared.

Section 6. This Ordinance will take effect immediately 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 vote, the result was as follows:

DULY PASSED AND ADOPTED on this ____ day of April 2023.

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R King, Council Member	_____
Bill Veach, Council Member	_____
Karen Woodson, Council Member	_____

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
STAFF REPORT

TYPE OF CASE: Rezoning

CASE NUMBER: DCI20230015

CASE NAME: request for Conventional rezoning of properties located at 2545 and 2555 Estero Blvd from CPD, Commercial Planned Development to IN, Institutional.

LPA

HEARING DATE: March 14, 2023, at 9.00 AM

TOWN COUNCIL

HEARING DATE: APRIL 03, 2023, at 9.00 AM (first hearing)

STAFF

RECOMMENDATION: Approve

**PREPARED/
SUBMITTED BY:** Jason Green AICP

I. APPLICATION SUMMARY

Applicant/Owner: Fort Myers Beach Fire Control District

Request: The applicant wants to rezone the subject property from CPD, Commercial Planned Development to IN, Institutional to support a new fire station for the city.

Physical Address: 2545 Estero Blvd and 2555 Estero Blvd

STRAP #: 19-46-24-W3-00458.0000 and 19-46-24-W3-00458.0010

FLU: BOULEVARD

Zoning: CPD, Commercial Planned Development

Adjacent zoning and land uses:

North:	MIXED RESIDENTIAL RC, Residential conservation
South:	BOULEVARD RM, Multifamily residential
East:	BOULEVARD CB, Commercial Boulevard and IN, Institutional
West:	BOULEVARD CB, Commercial Boulevard

II. BACKGROUND AND ANALYSIS

Background:

Fort Myers Beach Fire Control District, the applicant for 2545 Estero Blvd and 2555 Estero Blvd is requesting rezoning the subject properties from CPD, Commercial Planned Development to IN, Institutional to support a new fire station for the Town.

The Town of Fort Myers Beach Comprehensive Plan was adopted in 1999, and significant amendments were made in 2008-2009. Prior to 2008, a shopping center, namely “Topps Shopping Center” was situated on the site. A CPD Ordinance 08-08 was then adopted, to allow 85,000 sq. ft. of commercial space for the continued use of the shopping center. However, the shopping center and the neighboring package storage facility was demolished few years back and the property was bought by the City’s Fire Control District on 07/30/2020 for the construction a fire station.

Civic uses like fire stations are permitted under Institutional zoning. Therefore, a rezoning is required to support the proposed fire station.

Analysis:

The Applicant is requesting a rezoning to support a new fire station for the city. More recently, reflecting the town’s recent destruction caused by Hurricane Ian, approximately one-half of the site is needed for an emergency response center. These change in conditions underpin the need for Institutional rezoning as appropriate.

Moreover, the need for a new fire station is also emphasized in Chapter 14- Intergovernmental Coordination, pg. 5 as

“The district’s comprehensive plan identifies the need for a larger facility for Station #1 than the existing site at Donora Boulevard can accommodate and proposes to sell the existing site and relocate further south on Estero Boulevard. The district may require rezoning and will need to obtain building permits from the town for this new facility.”

Neighborhood Compatibility:

The subject property is located adjacent to Town Hall and review of existing uses and the surrounding neighborhood, staff found the subject property is located within an area that supports similar uses. The area is a node for civic and cultural uses.

Findings and Conclusions:

LDC Sec. 34-85 sets forth the required findings and conclusions for the approval of a rezoning (staff analysis applicable only to the consumption on premises):

- a. Whether there exists an error or ambiguity which must be corrected.*

There exists no error or ambiguity that must be corrected.

- b. Whether there exist changed or changing conditions which make approval of the request appropriate.*

The major change in condition that make approval of this request appropriate is that the existing commercial uses were demolished over time and the Fort Myers Beach Fire Control District purchased the site on 07/30/20. The acquisition was to advance the town's public fire safety and welfare goals through the construction of a new fire station.

- c. The impact of a proposed change on the intent of this chapter.*

The conventional rezoning application supports with and complies to the town's LDC Chapter 34, and no negative impact is anticipated with this proposed rezoning.

- d. The testimony of any applicant.*

Applicant's testimony will be heard during the public hearing.

- e. The recommendation of staff and of the local planning agency.*

Recommendations of staff and of the local planning agency will be heard during the public hearing.

- f. The testimony of the public.*

Public testimony will be heard during the public hearing.

- g. Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses as set forth in the Fort Myers Beach Comprehensive Plan.*

The proposed rezoning is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses as set forth in the Fort Myers Beach Comprehensive Plan.

- h. Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.*

The request meets all locational and performance standards set forth for the proposed use. After approval of a rezoning, the property owner will be required to apply for a Development Order showing the specific site improvements related to construction of the site and must be in compliance with the Land Development Code.

- i. Whether urban services are, or will be, available and adequate to serve a proposed land use change.*

There are adequate urban services available on site.

- j. Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.*

The subject property is a vacant urban site. No additional detrimental impact on the environment is anticipated from the proposed development.

- k. Whether the request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.*

The proposed use is compatible with existing and planned uses in this neighborhood and no damage, hazard, nuisance, or other detriment to persons or property is anticipated.

- l. Whether the location of the request places an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.*

The location of the project will not place any undue burden upon city's existing transportation or other services and facilities. The site is accessible via Tropical Shores Way, Gulf Beach Road and Estero Blvd. As per the TIS, the trip generation characteristics of the fire station are identified as de minimis. Off site improvements may be needed but will be reviewed as part of a Development Order application.

m. For planned development rezonings, see § 34-216 for additional considerations.

The additional criteria dictated by LDC section 34-216 are applicable for rezonings to planned development. Since the Applicant is requesting to rezone existing CPD to IN, this criterion is not applicable.

III. RECOMMENDATION

Staff finds that the request does meet the required findings and conclusions for the approval of a Rezoning, found in Sec. 34-85 of the Land Development Code. Therefore, staff recommends **APPROVAL** of DCI20230015 to allow conventional rezoning for properties located at 2545 and 2555 Estero Blvd from CPD, Commercial Planned Development to IN, Institutional.

At the March 14, 2023, LPA Hearing, the LPA unanimously recommended approval for the rezoning request.



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

This is a first part of a two-part application. Please be sure to fill out this form, which requires general information, as well as the Supplemental Form application specific to action requested for the subject property. Please submit a complete Public Hearing application with required, supplemental information, exhibits and documents to zoningpermits@fmbgov.com. Please do not submit the instructions at the end of the application.

Site Address: 2545 + 2555 Estero Blvd, Fort Myers Beach
STRAP Number: 19-45-24-W3-00458.0000, 19-46-24-W3-00458.0000
Applicant: Fort Myers Beach Fire Control District Phone: 239 590 4200
Contact Name: Ron Martin Phone: _____
Email: rmartin@fmbfire.gov Fax: _____
Current Zoning District: CPD
Future Land Use Map (FLUM) Category: Boulevard
FLUM Density Range: NA Platted Overlay: ☐ YES ☒ NO

ACTION REQUESTED

- ☐ Special Exception
☐ Variance
☒ Conventional Rezoning
☐ Planned Development ☐ Commercial ☐ Residential
☐ Master Concept Plan Extension
☐ Appeal of Administrative Action
☐ Vacation of Platted Right-of-way and Easement
☐ Other – cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A
PH-B
PH-C
PH-D
PH-E
PH-F
PH-G
attach on separate sheet

PART I – General Information

A. Applicant*: Ron Martin Phone: 239 590 4200
**Applicant must submit a statement under oath that he/she is the authorized representative of the property owner.
Please see PART III to complete the appropriate Affidavit form for the type of applicant.*
Applicant Mailing Address: 100 Voorhis Street Fort Myers Beach 33931
Email: rmartin@fmbfire.gov Fax: _____
Contact Name: Al Quattrone Phone: 239-936-5222



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

- | | | |
|--|---|--|
| ☐ Owner* | ☐ Land Trust* | ☐ Partnership* |
| ☐ Corporation* | ☐ Association* | ☐ Condominium* |
| ☐ Subdivision* | ☐ Timeshare Condo* | ☐ Contract Purchaser* |
| ☒ Authorized Representative* | ☐ Other* (please indicate) _____ | |

**Applicant must submit a statement under oath that he/she is the authorized representative of the property owner.
Please see PART III to complete the appropriate Affidavit form for the type of applicant.*

C. Authorized Agent(s). Please list the name of Agent authorized to receive correspondence Agents

Name: Al Quattrone Quattrone & Associates, Inc Phone: 239-936-5222
Address: 4301 Veronica Shoemaker Blvd, Fort Myers, FL 33916
Email: permits@qainc.net Fax: _____

D. Other Agent(s). Please list the names of all Authorized Agents (attach extra sheets if necessary)

Name: Sharon Hrabak Phone: 239-936-5222
Address: 4301 Veronica Shoemaker Blvd, Fort Myers, FL 33916
Email: sharon@qainc.net Fax: _____

Name: Greg Stuart Phone: 239 677 6126
Address: 11860 Island Ave. Matlacha, FL 33993
Email: Greg@stuarturbandesign.com Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

- ☐ Special Exception
- ☐ Variance from LDC Section _____ - _____
- ☒ Conventional Rezoning from CPD to IN
- ☐ Planned Development
- ☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD
- ☐ Amendment. List the project number: _____
- ☐ Extension/reinstatement of Master Concept Plan. List project number: _____



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☐ Appeal of Administrative Action

☐ Vacation

☐ Right-of-Way

☐ Easement

☐ Other. Please Explain: _____

PART III – Waivers

Please indicate any specific submittal items that have been waived by the Director for the request. Attach a copy of the signed approval as Exhibit 3-1. (Use additional sheets if necessary)

Code Section: Explanatory Notes – Part V_ D Description: Title Opinion

Will take 2 months given recent events and the approaching holidays.

Code Section: Explanatory Notes – Part VI_ G Description: Surrounding Labels

Code Section: App. For Public Hearing - Ownership Affidavit Description: Ownership Affidavit

The Affidavit Is Not Applicable The FMB Fire Control District is a FL Special District

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Ron Martin swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the Town of Fort Myers Beach in accordance with this application and the Land Development Code;

All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;



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I have authorized the staff of the Town of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.


Signature

Ron Martin

Printed Name

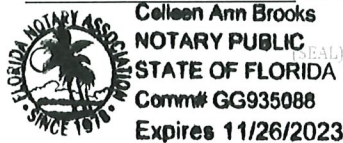
STATE OF FL COUNTY OF LEE

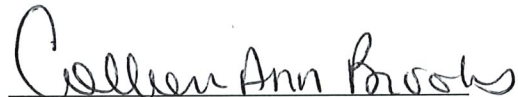
The foregoing instrument was certified and subscribed before me by means of ☒ physical

presence OR ☐ online notarization, this 15th day of December, 2022, by

Ron Martin, ☒ who is personally known to me OR ☐ who has produced

as identification.




Notary Public Signature

PART V

Property Ownership (Multiple Owners)

☐ Multiple Owners (including corporation, partnership, trust, association, condominium, timeshare, or subdivision)

- ☐ Complete Disclosure of Interest Form (see below)
- ☐ Attach list of property owners as Exhibit 5-1
- ☐ Attach map showing property owners interests as Exhibit 5-2 (for multiple parcels)
- ☐ For condominiums and timeshares see Explanatory Notes Part V - Exhibit 5-3
- ☐ Letter of Opinion - Exhibit 5-4

DISCLOSURE OF OWNERSHIP INTEREST

If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address

Percentage Ownership



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APPLICATION for PUBLIC HEARING

If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____

If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address

Percentage of Interest

_____	_____
_____	_____
_____	_____
_____	_____

If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address

Percentage of Ownership

_____	_____
_____	_____
_____	_____
_____	_____

If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____



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Date of Contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate of compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

_____	_____
Signature	Printed Name

AFFIDAVIT

APPLICATION IS SIGNED BY A CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, Ron Martin (name), as _____ (title)
of _____ (company), swear or affirm under oath, that I am the
owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the Town of Fort Myers Beach in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.



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Name of Entity (corporation, partnership, LLP, LLC, etc)

Signature

Title

Typed or Printed Name

Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was certified and subscribed before me by means of ____ physical presence OR ☐ online notarization, this ____ day of _____, 20____, by _____, ☐ who is personally known to me OR ☐ who has produced _____ as identification.

Seal

Notary Public Signature

PART VI- Property Information

A. Legal Description:

STRAP: 19-45-24-W3-00458.0000, 19-46-24-W3-00458.0000

Property Address: 2545 + 2555 Estero Blvd, Fort Myers Beach

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County? ☒ No. Attach a legible copy of the legal description as Exhibit 6-1.

☐ Yes. Property identified in subdivision: _____

Book: _____ Page: _____ Unit: _____ Block: _____ Lot(s): _____

B. Boundary Survey:

☒ Attach a Boundary Survey of the property meeting the minimum standards of Chapter 61G17-6 of the Florida Administrative Code. A Boundary Survey must bear the raised seal and original signature of a Professional Surveyor and Mapper licensed to practice Surveying and Mapping by the State of Florida. Attach and label as Exhibit 6-2.



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C. Property Dimensions:

Width (please provide an average width if irregular in shape) 201 feet
Depth (please provide an average width if irregular in shape) 500 feet
Frontage on street: 208 feet. Frontage on waterbody: 80 +/- feet
Total land area: 2.16 ☒ acres ☐ square feet

D. General Location of Subject Property (from Sky Bridge or Big Carlos Pass Bridge):

Approximately 1 mile south of the Sky Bridge/Estero Blvd. to Tropical Shores Way.

☒ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

- ☒ There are no deed restrictions and/or covenants on the subject property.
- ☒ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 6-4.
- ☒ A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5.

F. Surrounding Property Owners (these items can be obtained from the Lee County Property Appraiser):

- ☐ Attach a list of surrounding property owners within 500 feet as Exhibit 6-6.
- ☐ Attach a map showing the surrounding property owners as Exhibit 6-7.
- ☐ Provide Staff with two (2) sets of surrounding property owner mailing labels.

G. Future Land Use Category (see Future Land Use Map):

- | | |
|--|--|
| ☐ Low Density | ☐ Marina |
| ☐ Mixed Residential | ☐ Recreation |
| ☒ Boulevard | ☐ Wetlands |
| ☐ Pedestrian Commercial | ☐ Platted Overlay |



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EXPLANATORY NOTES

Please do not print, copy and submit these instructions

Please submit required applications, supplemental information, exhibits and documents to zoningpermits@fmbgov.com.

Application fees are set by resolution of the Town Council of the Town of Fort Myers Beach and must be paid before any materials submitted will be considered an application.

The applicant is responsible for the accuracy and completeness of this application. Time delays or additional expenses necessitated by submitting inaccurate or incomplete information will be the responsibility of the applicant. Decisions regarding requests to waive submittal requirements are at the discretion of the Community Development Director and may not be appealed.

All information submitted with the application becomes a part of the public record and will be a permanent part of the file.

All attachments and exhibits must be legible, suitable for recording, and of a size that will fit or conveniently fold into a letter size (8 ½ by 11) folder.

Explanatory Notes – Part I

- A. Applicant's name: The applicant may be the landowner or an authorized agent.
- B. Relationship of applicant to property: Indicate if the applicant is the property owner, and if so, the type of ownership. If the applicant is not the owner of the property, indicate the relationship of the applicant to the owner and submit a notarized authorization from the owner(s) to the applicant.
- C. Agent's name: If the applicant will have others representing him/her in processing the application, indicate name, address, and phone number.
- D. Other agents: Provide contact information for any other agents that may be involved in the request.

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

If waiver of any application requirement has been approved by the Community Development Director, attach a copy of the approval. Please request waivers prior to applying. Exhibit 3-1

Explanatory Notes – Part IV

- A. If the property owner is an individual or husband and wife, check the box and provide the information.



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Explanatory Notes – Part V

- A. If there are multiple property owners exhibit 5-1, complete the disclosure form and include the names and mailing addresses of all persons or entities having an ownership interest in the property, including the names of all stockholders and trust beneficiaries. Disclosure is not required of any entity whose interests are solely equity interests that are regularly traded on an established securities market in the United States or another country.
- B. If more than one parcel is involved, submit a list of all property owners and their mailing addresses. Provide a map keyed to the list of property owners showing their interests. The applicant is responsible for the accuracy of the list and map Exhibit 5-2
- C. Where the property is a condominium or timeshare condominium, the application must be initiated by both the condominium association and no less than 75% of the total number of unit owners. To verify ownership, the list of property owners must be identified by unit number and/or timeshare period as applicable, along with proof that the owners who did not join in the application were given actual written notice of the application by the applicants, who must verify the list and the notice by sworn affidavit. Attach this affidavit as Exhibit 5-3.
- D. In addition, a letter of opinion from an attorney licensed to practice law in the State of Florida addressing the considerations in LDC Section 34-201(a)(1)b.3. must be attached as Exhibit 5-4.

Explanatory Notes – Part VI

- A. Include the street address of the subject property. List STRAP number. If more than one parcel is involved, list all STRAP numbers. If you don't know the STRAP number, you can look up the property in the records of the Lee County Property Appraiser at <http://www.leepa.org>. If the application includes only one or more undivided platted lots within a subdivision officially recorded in the Plat Books of Lee County, Florida, identify the property by lot number(s), block if applicable, subdivision unit if applicable, subdivision name, and plat book number and page number. If the property is not one or more undivided platted lots or is in an "unrecorded" subdivision, attach a metes and bounds legal description giving accurate bearings and distances for each course. If multiple parcels are involved, the metes and bounds legal description must describe the perimeter of the entire property subject to the request. The initial point in the description must be related to at least one established identifiable real property corner, such as a government corner or a recorded corner. The bearings used in the description must be clearly referenced to a well-established and monumented line. Exhibit 6-1
- B. Submit a Boundary Survey meeting the minimum technical standards for surveying set out in Chapter 61G17-6 of the Florida Administrative Code. Make sure that the surveyor is aware of any specific needs of the survey (location of Coastal Construction Lines, locations of existing structures, locations of easements, etc) that are relevant to your request. The perimeter boundary of the entire subject property should be indicated clearly with a heavy



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line. Exhibit 6-2

- C. Provide the property dimensions or the approximate dimensions if the property is not a regular quadrilateral.
- D. Describe how to get to the property starting from either the Sky Bridge or the Big Carlos Pass Bridge (specify which). Exhibit 6-3
- E. If there are any deed restrictions or covenants that might affect the requested action, provide the information. Exhibit 6-4
- F. A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5
- G. Attach a list of the surrounding property owners within 500 feet of the perimeter of the area of the request. Also include two sets of mailing labels providing the names and addresses of the owners on this list, and a map showing the parcel boundaries within the 500-foot radius Exhibit 6-6. This information can be acquired for a small fee by requesting a "variance report" from the Map Sales Office at the Lee County Property Appraiser's Office. Contact information for the Property Appraiser can be found at <http://www.leepa.org>.
- H. Indicate the Future Land Use Map category or categories of the property as shown on the Fort Myers Beach Comprehensive Plan's Future Land Use Map, and whether the property is located in the "platted overlay" on the map.
- I. Indicate the current zoning of the property. In most cases the current zoning is shown on the official zoning map of the Town of Fort Myers Beach, as adopted by ordinance. If zoning actions affecting the subject property have been taken since March 2004, call Town Hall to verify the current zoning.

Explanatory Notes – Part IV & V

The applicant must sign and submit either of the affidavits in Part V & VI, as applicable.

SUPPLEMENT PH-C CONVENTIOMNAL ZONING REQUEST

Basis For Rezoning Approval _ Criteria

1. Whether there exists and error or ambiguity that must be corrected;
2. Whether there exist changed or changing conditions that make approval of the request appropriate;
3. The impact of the proposed change on the intent of LDC Chapter 34;
4. Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses set forth in the Fort Myers Beach Comprehensive Plan;
5. Whether the request meets all performance and locational standards for the proposed use;
6. Whether urban services are, or will be, available and adequate to serve a proposed land use change;
7. Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources;
8. Whether the request will be compatible with existing or planned uses and will cause damage, hazard, nuisance, or other detriment to persons or property;
9. Whether the location of the request places an undue burden on existing transportation or other services and facilities, and will be served by streets with the capacity to carry traffic generated by the development.

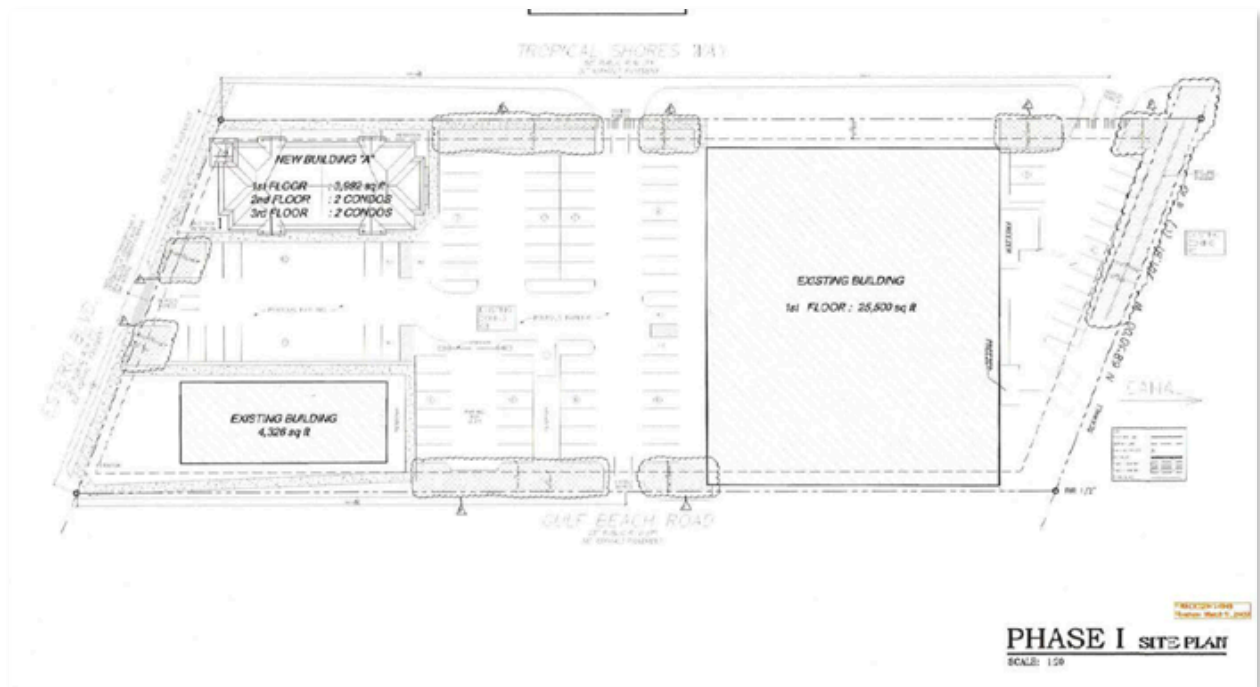
Basis For Rezoning Approval _ RESPONSE

1. Whether there exists and error or ambiguity that must be corrected.

The underlying CPD Ordinance 08-08 presents a zoning ambiguity that needs to be corrected. Ordinance 08-08 was based on the continuing use, and then the re-use, of the former Topps Shopping Center. The CPD granted 85,000 sf of commercial space. The former Topps Center and accompanying package store building have been demolished for some time. This fact, combined with 08-08's expired Master Concept Plan, creates a significant land use ambiguity that needs to be corrected. See page two for a copy of the 08-08 Phase One MCP.

2. Whether there exist changed or changing conditions that make approval of the request appropriate.

The major change in condition that make approval of this request appropriate is that the Fort Myers Beach Fire Control District purchased the shopping center site 07/30/20. The acquisition was to advance the town's public fire safety and welfare goals through the construction of a new fire station. The FMB Fire Control district does not need the existing CPD commercial uses. More recently, reflecting the town's recent destruction cause by Hurricane Ian, approximately one-half of the site is needed for an emergency response center. These change in conditions underpin Institutional rezoning appropriateness.



ORDINANCE 08-08 _ THE TOPPS CENTER EXPIRED MCP

3. The impact of the proposed change on the intent of LDC Chapter 34.

The conventional rezoning application supports with and complies to the town's LDC Chapter 34. As will be discussed in Question 4 the use and zoning complies with 34-619 (FMB Comprehensive Plan consistency) while conforming to 34-620 allowable land uses. The IN use complies with Table 34-2 in that the underlying Boulevard's future Civic land use allows for the Institutional zoning district by right. The zoning request complies with 34-649(a) in that the purpose of the IN zoning district is to provide suitable regulations for churches, civic buildings, schools and government buildings such as and including fire stations and emergency response centers. The request will be compatible with existing and planned uses and will not cause damage, hazard, nuisance, or other detriment to persons or property. Therefore the IN zoning request complies with 34-1(a)(1 - 10).

4. Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses set forth in the Fort Myers Beach Comprehensive Plan.

In April, 2008, based on Staff findings and recommendations and by approving Ordinance 08-08, the Town of Fort Myers Beach issued a finding of Town Comprehensive Plan Goals,

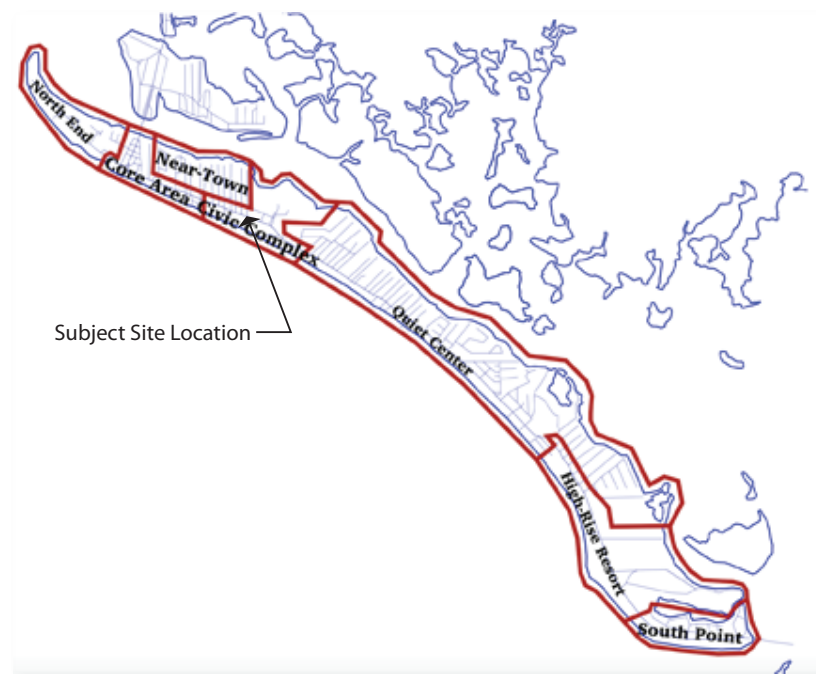
Objectives and Policies consistency. The 2008 Ordinance and MCP allowed by right Hotel/Motel, Health Care Facility Offices, General or Medical Offices, Personal Services, Restaurant, and Retail Store, Small, and other uses at a maximum intensity of 50,304 and 13 MF dwelling units. The IN zoning request is a far less intensive civic zoning use, characterized by reduced traffic impacts, lower community services, lower utility demands and lower compatibility impacts and issues. Since 2008, it is the Applicant's understanding that the FMB Comprehensive Plan has not undergone any significant amendments that would change the regulatory framework under consideration. Hence, there has been no significant external/neighborhood change since the original approval. Therefore, a finding of Comprehensive Plan consistency is a logical conclusion. A brief policy assessment is as follows:

Policy 4-B-5 _"BOULEVARD": *"a mixed-use district along portions of Estero Boulevard, including less intense commercial areas, historic cottages, and mixed housing types."*

Response _ The Future Boulevard land use allows for civic and institutional uses. As such, the requested Institutional zoning is consistent with its underlying Boulevard land use.

Objective 3-A Heart of the Island _ Redevelop the School/Library/Bay Oaks area as the new "heart of the island."

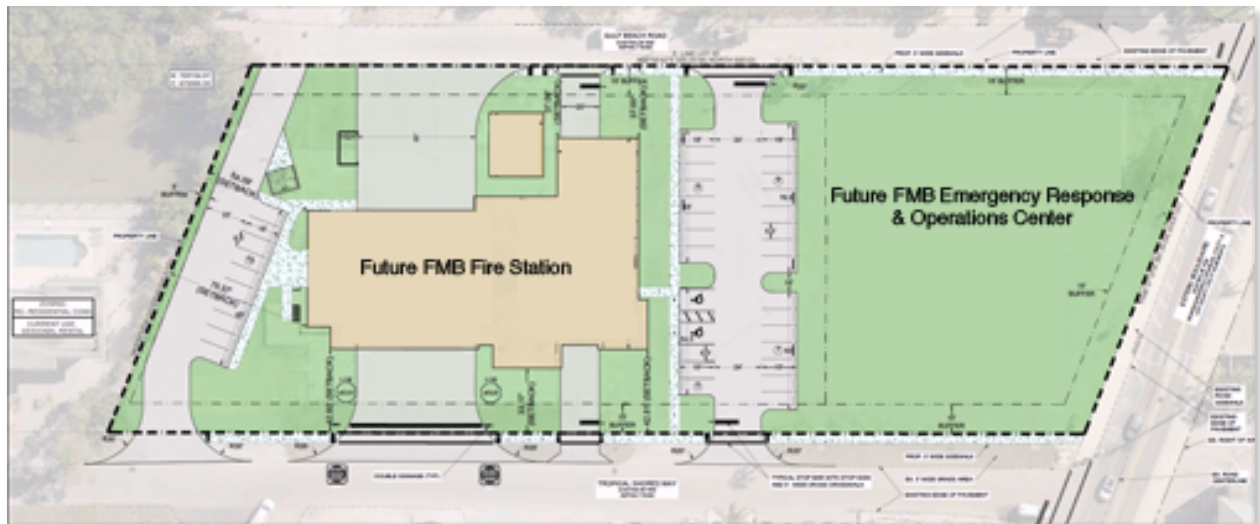
Response _ The new FMB Fire Station will strengthen the town's civic core and thus is consistent with Object 3-A



THE FMB CIVIC CORE LOCATION MAP

Policy 3-A-2 _ A prominent civic structure benefits the community most when its location serves the public conveniently and when its design helps shape the surrounding public spaces and provides a new and symbolic vista from other public places.

Response _ The new FMB Fire Station will strengthen the town's civic core and thus is consistent with Policy 3-A-2



THE FMB FIRE STATION CONCEPT PLAN

Policy 4-A-1 _ Maintaining the town's current "human scale" is a fundamental redevelopment principle. Fort Myers Beach is best enjoyed from outside a car; new buildings should be designed to encourage use or admiration by people on foot or bicycle, rather than separating them with gates, walls, deep setbacks, or unnecessary building heights.

Response _ The new FMB Fire Station is consistent with 4-A-1 in that it will be based on current town height standards and will incorporate sidewalks along Gulf Beach Blvd. and Tropical Shores Way.

Policy 4-A-3 _ The town shall protect residential neighborhoods from intrusive commercial activities.

Response _ The new FMB Fire Station is consistent with 4-A-3 in that it is a public institutional use with much lower compatibility related impacts to the surrounding residential area when compared to the site's existing CPD zoning.

Policy 4-C-4 _BUILDING HEIGHTS: The Land Development Code shall limit the height of new buildings under most conditions to two stories above flood elevation (exceptions may include the build-back situations (see Policies 4-D-1 and 4-E-1),

Response _ The new FMB Fire Station will comply with the code's building height rules. Therefore it will be consistent with Policy 4-C-4.

Intergovernmental Coordination pg. 14.5 _ *"The district's comprehensive plan identifies the need for a larger facility for Station #1 than the existing site at Donora Boulevard can accommodate, and proposes to sell the existing site and relocate further south on Estero Boulevard. The district may require rezoning and will need to obtain building permits from the town for this new facility."*

Response _ The zoning request is in response to the need for a new FMB Fire Station.

5. Whether the request meets all performance and locational standards for the proposed use.

Response _ Though there are no specific public civic institutional performance and locational standards, the new fire station and emergency response operations center will be located within the town's Civic Core area. Therefore the zoning meets FMB locational standards.

6. Whether urban services are, or will be, available and adequate to serve a proposed land use change.

Response _ The new fire station and emergency response center has available to it all required urban services. Potable water is supplied by Florida Cities Water Company; sanitary sewer service is provided by Lee Co. Utilities. The site also has a full range of solid waste and recycling services, and electric and cable services.

7. Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.

Response _ The new fire station and emergency response center site is a cleared and vacant urban site. It's surface is more or less impervious asphalt from the remains of the former Topp's Shopping Center parking lot. The property does not contain any natural systems or resources. Therefore the IN rezoning protects and conserves other FMB critical areas and natural resources.

8. Whether the request will be compatible with existing or planned uses and will cause damage, hazard, nuisance, or other detriment to persons or property.

Response _ The new fire station and emergency response center will be compatible with other adjacent FMB civic facilities including the Bay Oaks Park and the Town Hall. The fire station site plan incorporates a 15-ft landscape buffers around the site perimeter, including along the site's rear portion adjacent to Gulf Beach Way. It is noted that the residential neighborhood along Gulf Beach Way will not be impacted by the fire station and emergency response center. This is due to inherent compatibility of this

type of civic use. Automobile trips are nominal due to low trip generation. Light, noise and activity generated impacts are also nominal due to the infrequent active use of the new station and center. Finally, given the 2008 CPD findings of compatibility, it is logical to expect that a much less intensive use to also be granted a finding of compatibility.

9. Whether the location of the request places an undue burden on existing transportation or other services and facilities, and will be served by streets with the capacity to carry traffic generated by the development.

Response _ The new fire station access plan is ideal; it features direct access on to two local streets (Tropical Shores Way and Gulf Beach Road) along with direct access on to Estero Blvd. Therefore the request will not place an undue burden on existing transportation and other facilities. The trip generation characteristics of the fire station are identified as very low. Please refer to the accompanying TIS.



Case # _____ Date Received: _____

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-C

Additional Required Information for a Conventional Rezoning Application

This is the second part of a two-part application. This part requests specific information for a conventional rezoning. Include this form with the Request for Public Hearing form.

Case Number:
Project Name: The Fort Myers Beach Civic Core Fire Station
Authorized Applicant: Scott Wirth
STRAP Number: 19-45-24-W3-00458.0000, 19-46-24-W3-00458.0000

Current Property Status: Vacant	
Current Zoning: CPD	
Future Land Use Map (FLUM) Category: Boulevard	
Comp Plan Density: NA	Platted Overlay? ☐ Yes ☒ No

Conventional rezoning:

From CPD	(current zoning)
to IN	(requested zoning)

Any additional simultaneous zoning actions can be requested using the same Application for Public Hearing form but must include all parts of the required supplemental forms and documentation, and include the fees for each request.

Fee in the amount of \$5800.00/+ \$250.00 an acre over 1 acre

Guide to filing PH-B Additional Required Information for a Variance Application

Cover page

Case Number will be inserted by Community Development staff.

Project Name must be the same as the name used on the Request for Public Hearing form.

Applicant must be the same as on the Request for Public Hearing form.

STRAP numbers must be the same as on the Request for Public Hearing form.

Current status of property must be the same as on the Request for Public Hearing form.

LDC Section 34-85

The guidelines for decision-making regarding a request for rezoning are as follows:

1. Whether there exists an error or ambiguity that must be corrected;
2. Whether there exist changed or changing conditions that make approval of the request appropriate;
3. The impact of the proposed change on the intent of LDC Chapter 34;
4. Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses set forth in the Fort Myers Beach Comprehensive Plan;
5. Whether the request meets all performance and locational standards for the proposed use;
6. Whether urban services are, or will be, available and adequate to serve a proposed land use change;
7. Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources;
8. Whether the request will be compatible with existing or planned uses and will cause damage, hazard, nuisance, or other detriment to persons or property;
9. Whether the location of the request places an undue burden on existing transportation or other services and facilities, and will be served by streets with the capacity to carry traffic generated by the development.



Tropical Shores Way

Gulf Beach Rd.

FMB Town Hall

FMB Fire Station Site

Bay Oaks Park, Pool & School

FMB Library

1. **Requested Motion:**

Meeting Date: April 17, 2023

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND ANDREW HYATT AS TOWN MANAGER, ATTACHED AS EXHIBIT "A;" AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

On Monday, April 2, 2023 the Town hosted a public meet and greet for four prospective candidates for Town Manager: Andrew Hyatt, Seth Lawless, Jeff Shoobridge and Jeff Wilkins. Afterwards, Council members met for one-on-one interviews with each of the four candidates. Discussion was held publicly, after which council members ranked each of the candidates. Mr. Andrew Hyatt was the top choice for the manager's position. Contract negotiations have taken place with Mr. Hyatt.

Attachments:

1. 23-36, Resolution 23-___ re Approving Employment Agreement with R. Hyatt(144633273.1)-C
2. Employment Agreement (Town Manager) FINAL-C

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Danielle Felton,
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Keith Wilkins , Interim Town Manager

Created/Initiated - 4/6/2023
Approved - 4/12/2023
Approved - 4/13/2023
Final Approval - 4/13/2023

RESOLUTION NO. 23-36

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE EMPLOYMENT AGREEMENT BETWEEN THE TOWN AND ANDREW HYATT AS TOWN MANAGER, ATTACHED AS EXHIBIT “A;” AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On Monday, April 3, 2023, the Town hosted a public meet and greet for four prospective candidates for Town Manager: Andrew Hyatt, Seth Lawless, Jeff Shoobridge and Jeff Wilkins. Thereafter, Town Councilmembers’ conducted one-on-one interviews, and public interviews after which the Town Council ranked Andrew Hyatt as the top ranked Town Manager candidate and directed Town staff to negotiate an Employment Agreement with Andrew Hyatt; and

WHEREAS, the Town Council finds that approving and authorizing the execution of the attached Employment Agreement is in the best interest of the businesses, residents, and visitors of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA THAT:

Section 1. The foregoing whereas clauses are ratified and confirmed as being true and correct, are the legislative and administrative findings of the Town Council and made a specific part of this Resolution.

Section 2. The Employment Agreement between the Town and Andrew Hyatt, attached as Exhibit “A” is approved, and all appropriate Town officials are hereby authorized and directed to take all actions necessary to effectuate the intent of this Resolution.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall become effective immediately upon adoption.

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by Council Member ____ and seconded by Council Member ____, and upon being put to a 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 17th day of April 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

This Resolution was filed in the Office of the Town Clerk on this ____ day of April 2023.

EMPLOYMENT AGREEMENT
BETWEEN
ANDREW HYATT
AND
THE TOWN OF FORT MYERS BEACH

THIS EMPLOYMENT AGREEMENT made and entered into on this ____ day of April 2023, by the TOWN OF FORT MYERS BEACH, a Florida municipal corporation, hereinafter referred to as the “Town” and ANDREW HYATT, herein after referred to as “Employee”.

WHEREAS, on April 17, 2023, the Town Council voted to employ the services of Andrew Hyatt, as the Town Manager of the Town of Fort Myers Beach, Florida, as provided for in Section 6.01 of the Town Charter; and

WHEREAS, it is the desire of the Town Council:

- (1) To retain the services of Employee as Town Manager and to provide inducement for him to remain in such employment; and
- (2) To make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future work security; and
- (3) To provide a means for terminating Employee’s services at such time that it is deemed expedient to do so by decision of either or both parties; and
- (4) To establish standards of performance for Employee to act as a guide to ensure accountability; and

WHEREAS, Employee desires to accept employment as the Town Manager of the Town of Fort Myers Beach, Florida under the terms and conditions set forth herein.

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

Section 1. Duties.

1.1 The Town hereby agrees to employ Employee as the Town Manager of the Town to perform the functions and duties specified in the Town Charter and Code of Ordinances of the Town, and to perform other such legally permissible and proper duties and functions, consistent with the office of the Town Manager, as the Town Council shall from time-to-time assign. Employee shall not engage in any outside employment during the term of this Agreement without the specific approval of the Town Council.

1.2. Annually, the Town Council and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Town. Goals and objectives shall be established annually and prioritized by the Town Council.

Section 2. Effective Date & Term.

2.1 The term of this Agreement shall be from the Effective Date of the Agreement until April 30, 2024, or as of the date this Agreement is terminated by either party in accordance with the provisions set forth herein.

2.2 Nothing in this Agreement shall prevent, limit, interfere with, or otherwise restrict the rights of the Town and the Town Council to terminate the services of the Employee at any time, with or without cause or notice, subject only to the provisions set forth in Sections 4.1 and 4.2 of this Agreement.

2.3 Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Town, subject only to the

provisions set forth in Section 4.3 of this Agreement.

2.4 Employee shall notify the Town Council, at least one hundred twenty (120) days prior to the expiration of this Agreement of Employee's desire to continue to serve as Town Manager. By means of a formal vote at least ninety (90) days prior to the expiration date of this Agreement, the Town Council may extend this Agreement for two (2) one (1) year periods on the same terms and conditions as set forth herein. If this Agreement is not extended or terminated as provided herein, it shall terminate on the date specified in Section 2.1 with no further action required by the Town or Employee.

2.5. At least one hundred and twenty days (120) days prior to the expiration of any of the extension periods provided for herein, the Employee can also give notice of intent to renegotiate any of the employment terms herein. The parties may contract for renewal of Employee's position after the extension periods provided herein.

Section 3. Salary.

3.1 Town agrees to pay Employee for services rendered during the term of this Agreement commencing upon the Effective Date of this Agreement in the amount of \$197,000.00 per year, payable in equal installments in accordance with the Town's existing pay periods, plus longevity increases as provided for other General Executive/Management employees.

3.2 The Town Council shall meet to review and evaluate the performance of the Employee annually in April, beginning one year after the Effective Date of this Agreement. The performance review standards shall be prepared by the Town's Human Resources Director with the input of the Town Council and Employee. In any given year in which the Employee receives a favorable annual review, the Employee may be eligible to receive an annual merit increase.

3.3 Employee shall also be eligible to receive any pay plan adjustments (cost of living adjustments) and lump sum payments that are made available to the Town's Executive staff.

Section 4. Termination or Resignation.

4.1 Except as provided in Section 4.2, if Employee is terminated during such time that Employee is ready, willing, and able to perform the duties of Town Manager under this Agreement, the Town agrees to pay Employee twenty (20) weeks of "Salary" as set forth in Section 3 ("Salary"). Severance Pay shall not include those items enumerated in Section 5 "Benefits," Section 6 "Hours of Work," Section 7 "Professional Development," or Section 10 "Other Terms and Conditions." Such Severance Pay may not exceed an amount greater than as set out in and defined in Section 215.425(d), Florida Statutes. In consideration of receiving the Severance Pay, Employee shall execute a general release in favor of the Town and in a form acceptable to the Town Attorney. Employee will also receive payment for any annual or sick leave accrued prior to the effective date of the termination by the Town Council to be paid to Employee within forty-five (45) days of termination as provided herein. After the payments described in the immediately preceding sentence, the Town shall have no further financial obligation to Employee pursuant to this Agreement except for the payment of pension benefits, benefits earned under this Agreement, and benefits otherwise required by law. This Section shall not prevent Employee from collecting any money earned by participating in the Town's deferred compensation plans (e.g., 401(a) and 457) as they may be amended from time to time.

4.2 In the event Employee is terminated either (i) for misconduct as defined in Section 443.036(29), Florida Statutes, as determined by a majority of the Town Council or (ii) "with cause" as determined by a majority of the Town Council (both subject to the "reconsideration" request as

provided for in Section 6.02 of the Town Charter), the Town shall have no obligation to pay the Severance Pay enumerated in Section 4.1 above. For purposes of this Agreement, “with cause” is defined as and limited to any of the following:

- (a) a violation of state or local ethics laws and codes, including, but not limited to the Florida Code of Ethics for Public Officers and Employees, the Town’s Code of Ethics¹, the Public Records Law, Sunshine Law, or the Lee County Code of Ethics;
or
- (b) failure to follow Town policy; or
- (c) a breach of this Agreement; or
- (d) violence or threatened violence, threats, or threatening behavior to a Town appointed or elected official, employee, customer, or resident; or
- (e) theft of Town money or property; or
- (f) falsifying records; or
- (g) gross insubordination²; or
- (h) illegal harassment or retaliation; or
- (i) failing an alcohol or drug test; or
- (j) commission of an unlawful act in the performance of official duties; or
- (k) improper performance of any lawful act; or
- (l) failure or omission to perform an act when there is an obligation to perform that

¹ Part III of Chapter 112, *Fla. Stat.*, “Code of Ethics For Public Officers and Employees”.

² The deliberate refusal to obey a lawful instruction of the Town Council, expressly defying a lawful instruction of the Town Council, or challenging the authority of the Town Council.

act; or

- (m) neglect of duty; or
- (n) habitual drunkenness; or
- (o) incompetence in performing official duties; or
- (p) inability to perform official duties due to absence, disability, or other reason; or
- (q) arrest for a felony or for a misdemeanor related to the performance of official duties, or indicted or informed against for the commission of a federal felony or misdemeanor or state felony or misdemeanor; or
- (r) violation of any substantive Town policy, rule, or regulation, which would subject any other Town employee to termination; or
- (s) the commission of any fraudulent act against the interest of the Town; or
- (t) the commission of any act which involves moral turpitude; or

In the event Employee is terminated pursuant to this Section 4.2, the Town shall have no further financial obligation to Employee pursuant to this Agreement except for the payment of pension benefits, benefits earned under this Agreement, and benefits otherwise required by law. This Section shall not prevent Employee from collecting any money earned from participating in the Town's deferred compensation plans (e.g., 401(a) and 457) as they may be amended from time to time.

4.3 In the event that Employee voluntarily resigns the position of Town Manager during the term of this Agreement, Employee shall give the Town at least sixty (60) days written notice prior to the effective date of such resignation. The Town shall have no further financial obligation to Employee pursuant to this Agreement except for the payment of pension benefits,

benefits earned under this Agreement, and benefits otherwise required by law. This Section shall not prevent Employee from collecting any money earned from participating in the Town's deferred compensation plans (e.g., 401(a) and 457) as they may be amended from time to time.

Section 5. Allowances and Benefits.

5.1 The Town will pay for Employee's cellular telephone. Additionally, except as otherwise provide herein, the Town will provide Employee with benefits and allowances as provided to all Town employees during the term of this Agreement consistent with the Town's current Employee Handbook, as same may be amended from time-to time. The Town agrees to pay one hundred percent (100%) of the total premium cost of the Employee's health, dental and vision insurance provided to Executive staff of the Town, and 50% of family and spouse. The Town reserves the right to amend, modify, terminate, or otherwise change or adjust any benefits as it sees fit, if it is done for all executives similarly situated as the Employee and in accordance with 9.2 below. If any additional communication and/or electronic equipment is mutually determined by the Town and Employee to be required so that Employee can provide the Town Manager services provided for herein, Town shall pay such additional costs so long as such costs have been budgeted by the Town. If Employee uses any private digital or electronic devices to conduct Town business, in accordance with applicable law Employee is responsible for retaining and providing the Town upon request all public records (as defined by applicable law) on any private digital or electronic devices. It shall be a breach of this Agreement if Employee fails to turn over all available public records to the Town that are within the employee's possession pursuant to Florida State Law within fifteen (15) days of any request for said public records. The provisions of this paragraph shall survive the termination of this Agreement.

5.2 Employee shall have the right to participate in the ICMA 401A Pension or the Town's pension plan. The Town will contribute 10% of the employee's salary into the selected plan. Employee shall vest twenty-five percent (25%) per year up to 100.

Section 6. Hours of Work.

6.1 Notwithstanding Town policies and procedures to the contrary, it is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Town, and, to that end, the Employee will be allowed to take reasonable compensatory time off as shall be deemed appropriate during normal office hours consistent with the Town's Executive staff policies and procedures.

6.2 Employee acknowledges and agrees to live on Estero Island.

Section 7. Professional Development and Reasonable Expenses.

7.1 The Town hereby agrees to budget for and pay the reasonable and necessary travel, registration costs, and subsistence expenses of Employee only for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the Town, including but not limited to the Annual Conference of the International City Management Association, the Florida League of Cities, one local civic organization such as Rotary, Kiwanis or other, and one (1) other national, regional, state and local governmental groups and committees thereof which the Employee serves as a member.

7.2 The Town also agrees to budget and to pay for the reasonable and necessary travel and subsistence expense of the Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the Town.

7.3 No less than thirty (30) days before any travel provided for herein, Employee shall notify the Town Council of Employee's absence from the Town.

7.4 The Town agrees to reimburse Employee for reasonable expenses incurred in the performance of his duties upon submission of receipts, invoices, or other documentation thereof, to a yearly amount not to exceed \$4,500.00 per year.

Section 8. Indemnification.

8.1 The Town shall provide a legal defense, and indemnification, under the same terms and conditions as provided to the other employees of the Town in accordance with the requirements and provisions of the Town Charter and Code of Ordinances of the Town. The Town shall have the right to compromise and settle any such claim or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion.

8.2 The Town shall bear the full cost of any fidelity or other bonds which may in the future be required of the Employee by law or ordinance.

8.3 Public Official's Liability Insurance - Town shall provide Public Officials Liability Insurance coverage applicable for all acts or omissions of the Town Manager acting within the scope of his employment, subject to and as provided for in the Annual Budget and as may be otherwise provided to Town Council members, Department Heads, and based solely upon the policies of insurance held by the Town from time to time.

Section 9. Other Terms and Conditions of Employment.

9.1 The Town Council, in consultation with the Employee, shall establish such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in

direct conflict with the provisions of this Agreement, the Town Charter, the Town Code of Ordinances, or any other applicable law.

9.2 All other provisions of the Town Charter, Town Code of Ordinances, and rules and regulations of the Town relating to benefits as outlined in the schedule of benefits for the Executive staff as they now exist or hereafter may be amended from time to time, shall also apply to the Employee as it would be to other general employees of the Town not covered by a collective bargaining agreement, in addition to said benefits numerated specifically for the benefit of the Employee herein.

9.3 The Town shall not at any time during the term of this Agreement reduce the salary, compensation, or other financial benefits of the Employee, except during an across-the-board reduction for all general employees of the Town or upon majority vote of Council due to review and renegotiation of this Employment Agreement.

9.4 Employee shall accrue and be entitled to annual leave, sick leave, and holidays in the same manner as Directors of the Town. Employee is entitled to eighty hours of annual leave upon hire, thereafter Employee accrues at a rate of nineteen (19) hours per pay period.

9.5 Employee shall be entitled to utilize accrued annual leave and sick leave without undue burden. Accrued annual leave or sick leave must be used to maintain Employee in pay status when Employee is on approved leave from work or when Employee is unable to attend work due to illness, or for other approved absences from work, and nothing in this Agreement shall require the Town to maintain Employee in pay status if Employee has exhausted annual leave and/or sick leave time.

9.6 Upon termination or resignation with appropriate notice, Employee shall be entitled to payout (a) of unused annual leave hours and (b) accumulated sick leave hours up to a maximum of 500 hours for each at the rate in effect at the time of termination or resignation.

Section 10. Notices.

10.1 Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, return receipt requested, addressed as follows:

Town: Mayor
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

With a copy to: John R. Herin, Jr, Esq.
Town Attorney
c/o Fox Rothschild, LLP
2 S Biscayne Blvd #2750
Miami, FL 33131

Employee: Andrew Hyatt
Confidential and Exempt

10.2 Alternatively, notices required pursuant to this Agreement may be personally given by hand delivery or a commercially recognized overnight carrier. Notice shall be deemed given as of the date of personal service, overnight delivery, or as of the date of deposit of such written notice with the United States Postal Service addressed to the parties as stated above and to the Employee at the address on file with the Town.

Section 11. General Provisions.

11.1 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11.2 No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

11.3 The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

11.4 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

11.5 The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Town Manager.

11.6 Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Lee County, Florida.

11.7 Provisions of this Agreement, which by their terms extend beyond the termination, expiration or suspension of this Agreement will survive and remain effective in accordance with their terms and to the extent necessary to the intended preservation of such rights and obligations.

11.8 The parties acknowledge that this Agreement is the result of continual and ongoing negotiation between the parties of equal bargaining power and any ambiguities herein should not be construed against either party but should be given a fair and reasonable interpretation.

11.9 The headings or captions of Paragraphs in this Agreement are for reference only, do not define or limit the provisions of such Paragraphs and shall not affect the interpretation of

such provisions.

11.10 This Agreement may be executed by facsimile signature or by other electronic means, such as electronic signature in one or more counterparts by the parties which, taken together, shall constitute one binding agreement.

11.11 Employee acknowledges that the legal counsel that prepared this Agreement is representing the Town rather than Employee and that Employee has been advised to seek the advice of independent counsel. Employee acknowledges that he has had the opportunity to seek the advice of independent counsel. Employee has obtained all information necessary to make an informed decision regarding this Agreement and that any claims regarding any possible conflict of interest regarding this Agreement or its preparation are freely and voluntarily waived.

11.12 While Employee is employed by the Town and thereafter, Employee shall cooperate with the Town in any internal investigation or administrative, regulatory or judicial proceeding as reasonably requested by the Town (including, without limitation, Employee being available to the Town upon reasonable notice for interviews and factual investigations, appearing at the Town's request to give testimony without requiring service of subpoena or other legal process, volunteering to the Town all pertinent information and turning over to the Town all relevant public records, whether owned by the Town or otherwise, which are or may come into Employee's possession, all at times and on schedules that are reasonably consistent with Employee's other permitted activities and commitments).

Section 12. Waiver of Jury Trial

BOTH THE TOWN AND EMPLOYEE KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL

PROCEEDINGS THAT MAY BE INITIATED BY EITHER PARTY WITH RESPECT TO ANY
TERM OR CONDITION OF THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Town of Fort Myers Beach, Florida, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its Town Clerk, and approved as to form by the Town Attorney, and the Employee has signed and executed this Agreement, on the day and year first above written.

**TOWN OF FORT MYERS BEACH,
FLORIDA**

EMPLOYEE

Dan Allers, Mayor

Andrew Hyatt

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND SUFFICIENCY FOR THE
USE AND RELIANCE OF THE TOWN ONLY:**

John R. Herin, Jr., Town Attorney