



Fort Myers Beach Town Council

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

Amended Agenda

Monday, September 11, 2023

10:00 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. APPROVAL OF MINUTES

- A. Town Council - August 21, 2023
- B. Town Council Special Meeting - August 29, 2023

IX. CONSENT AGENDA

- A. Resolutions 23-100 and 23-101; Extending Local State of Emergency-
Hurricane Ian

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.

- B. Resolution 23-106; Extending Declaration of State of Local Emergency-
Hurricane Idalia

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO HURRICANE IDALIA; PROVIDING THE

TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE

- C. Resolution 23-102; Electronic Participation at Meetings
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, MAKING FINDINGS; PROVIDING PROVISION FOR ELECTRONIC PARTICIPATION DURING CERTAIN AGENDA ITEMS FOR PARTICULAR MEETING(S) UNDER CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.
- D. Comprehensive Emergency Management Plan
Approval of the Town's CEMP
- E. 2023-24 TDC Grant Agreements
Authorize the Town Manager to execute the Lee County Tourist Development Council grant documents for Fiscal Year 2024.
- F. Edward Byrne JAG Grant
Support the distribution plan for the \$189,118 Edward Byrne Memorial Justice Assistance Grant Program Funds (JAG).
- G. Bayside Park Lighting
Reapprove the purchase of previous lights and accessory items for Bayside Park in the amount of \$117,906.39, waiving the procurement policy as these lights are manufactured by a sole-source, SESCO Lighting.
- H. Special Event: Island Hopper Singer / Songwriter Fest
Singer Songwriter Fest-Requesting to use Bayside park for an event along with waiver of all fees.
- I. Special Event: September 28th Special Ceremony
Beach Talk Radio requesting use of Bayside Park for a Special Ceremony commemorating the one year anniversary of Hurricane Ian on September 28, 2023
- J. Special Event: Fort Myers Beach Memorial
FMB Revival would like permission to hold an extensive event from First St through Third St on Old San Carlos with vendors set up in parking lots at 401 and 420 Old San Carlos.

X. PUBLIC HEARINGS

- A. Resolution 23-107; VAR20230088 - 125 Strandview Ave.
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VAR20230088 VARIANCE OF 6 FEET FROM THE REQUIRED 25 FOOT STREET SETBACK AND A VARIANCE OF 7 FEET, 6 INCHES FROM THE REQUIRED 20 FOOT REAR SETBACK FOR

**THE PROPERTY LOCATED AT 125 STRANDVIEW AVE; AND
PROVIDING FOR AN EFFECTIVE DATE**

XI. ADMINISTRATIVE AGENDA

XII. FINAL PUBLIC COMMENT

XIII. TOWN MANAGER'S ITEMS

XIV. TOWN ATTORNEY'S ITEMS

A. Issuance of Dune Walkover permit for 8150/8170 Estero

B. Ordinance Discussion - Owner Builder Permits

Item is for discussion only

New C. Discussion regarding potential settlement of Persaud Code Enforcement matters

XV. COUNCILMEMBERS ITEMS AND REPORTS

XVI. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

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



For special accommodation, 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, August 21, 2023

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Move B. from the Administrative Agenda to after the second presentation and pull H. out of the Consent Agenda for discussion.

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

Motion carried unanimously.

V. PROCLAMATIONS

A. Florida Festivals and Events Association

Recognition of the Florida Festivals and Events Association's support to Fort Myers Beach after Hurricane Ian

Mayor Allers read the proclamation into the record and will present the proclamation to the Florida Festivals and Event Association at their annual event on Wednesday.

VI. PUBLIC COMMENT

Linda Miller, Farmer's Market, thanked the town for preparing Times Square for the Farmer's Market on September 1 from 9:00 a.m. - 1:00 p.m. She added that she had two more applications for Moss Marina and Santini's Plaza.

VII. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Veach thanked Flood Plain Coordinator Kristin Schumacher who spent hours helping the Loughery's find a solution to their issue. He thanked Sue and Michelle for picking up trash on the beach.

Vice Mayor Atterholt noted that Monica Schmucker was running for the Lee County School Board. He described her background, education and experience. He listed her accomplishments and wished her well.

Council Member King thanked everyone who was involved with the Loughery's situation. He thanked the community for helping Joe Salvagio.

Mayor Allers felt that Monica would be a great asset to the board. He thanked everyone who came to Joe's rescue and noted that this was a true example of who they were as a community. He thanked the Loughery's for getting the recognition and getting people to help. He encouraged people who were struggling to ask for help.

VIII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

No reports.

IX. PRESENTATION

A. How Communities Succeed & Fail

Professor Mike Collins, Florida Gulf Coast University

Professor Collins stated that he has a lot of experience with communities and utilized PowerPoint to share his background. He managed hotels and resorts all over the country. He displayed slides of hotels and golf courses he managed and described the history of The Resort at Glade Springs in West Virginia. He reviewed the improvements made to the resort to draw tourists in. Slides included: Three Distinct Hotel Business Functions, The All-Square Operating Philosophy, High-Risk Investment, How Hotels Make Money, Room Revenue Drives Profit, Performance By Month (2010-2019 average), Room Rate Drives Profit, Upper-Upscale & Luxury Hotels, Demand Drivers & Demand Absorbers, Fort Myers Beach Resort Development, Market Recovery History (2000-2019) and Hotel Taxes in San Francisco. His message was that tourism could subsidize communities. He offered his services for free and provided his contact information.

B. Coastal Engineering Consultants - Beach Renourishment Project

Estero Island Shoreline Protection Project Update (aka Beach Renourishment Project) by Michael T. Poff, P.E. - Coastal Engineering Consultants, Inc.

Mr. Poff provided an update with a PowerPoint presentation. Slides included: Outline, Recovery Plan Summary, FEMA Category B Emergency Berm (Central-South), Photos of the Berm, FEMA Category G (North), North Beach Segment, FDEP Hurricane Recovery Plan, Public Beach Accesses, Beach Access #20 Preliminary Plans, Additional Berm Segments, Scour Fills, Estero Island Beach Nourishment Project, North-Central Segment, Central Segment, South Segment, Construction Easements, Cross Sections of Options 1, 2

and 3, Option 1, Option 2, Option 3, What to Expect, Post-Construction Requirements and Website.

X. APPROVAL OF MINUTES

A. Town Council August 7, 2023

Amendments: Under Local Achievements and Recognitions regarding the Loughery situation, Council Member Veach indicated that the town could have given a variance for an accessory structure between the house and the street. Council Member Veach made the motion and Council Member King seconded the motion to accept Planner Propst and Senior Planner Smalley as experts in A. under Public Hearings.

Council Member Woodson moved to approve the amended minutes; second by Council Member Veach.
Motion carried unanimously.

B. Management & Planning Session August 10, 2023

Council Member Woodson moved to approve the minutes; second by Council Member Veach.
Motion carried unanimously.

XI. CONSENT AGENDA

Vice Mayor Atterholt moved to approve the Consent Agenda apart from Item H.; second by Council Member Woodson.
Motion carried unanimously.

A. Bay Oaks Little League Field Grand Re-Opening

Town of Fort Myers Beach / Bay Oaks Recreational Campus would like to hold a Little League Ballfield Grand Re-Opening Celebration on August 28, 2023 from 4 pm to 6:30 pm. Set up time will begin at 2 pm. This is a one-time event. Event holder is requesting the use of Town property for music, food, restroom trailer, 20'-30' tent and a generator. Dependent on receiving approval from LCSO and the Fire Department.

Vice Mayor Atterholt moved to approve; second by Council Member Woodson.
Motion carried unanimously.

B. Special Event; Charity 5K Race at Diamondhead.

Requesting approval of charity 5K race

Vice Mayor Atterholt moved to approve; second by Council Member Woodson.
Motion carried unanimously.

C. Resolutions 23-88, 23-89 and 23-90

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.

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

Motion carried unanimously.

D. Bayside Park Electric Repairs

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN AUGUST 16, 2023 REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF THE PROPOSALS RECEIVED FOR ELECTRIC AND SITE WORK FOR BAYSIDE PARK IN THE AMOUNTS NOT TO EXCEED \$83,400 AND \$60,000; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion carried unanimously.

E. Resolution 23-96; Estero Island Shore Protection Project

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AUTHORIZING TOWN STAFF TO SUBMIT A FUNDING REQUEST TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE ESTERO ISLAND SHORE PROTECTION PROJECT; AND AUTHORIZING LOCAL MATCHING FUNDS FOR FUNDING RECEIVED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AND PROVIDING FOR AN EFFECTIVE DATE

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

Motion carried unanimously.

F. Resolution 23-92; ITB-23-08-CD, Change Order #2

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING CHANGE ORDER #2 TO CONTRACT ITB-23-08-CD BETWEEN THE TOWN AND GRUBBS EMERGENCY SERVICES FOR INCREASING CONTRACT TIME 109 DAYS AND INCREASING CONTRACT PRICE \$169,813.

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

Motion carried unanimously.

G. Resolution 23-94; RFQ-21-09-EN, STA #2

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A CHANGE TO SUPPLEMENTAL TASK ORDER #2 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS FOR INCREASING THE AGREEMENT LENGTH TO 161 DAYS AND

REALLOCATING \$25,690 FROM TASK 3 FOR BERM PLANTING SERVICES TO TASK 2 FOR CONSTRUCTION PHASE SERVICES AND ADDING AN ADDITIONAL \$20,000 TO TASK 2 FOR CONSTRUCTION PHASE SERVICES.

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

Motion carried unanimously.

H. Resolution 23-97: Health Insurance for Elected Officials

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, MAKING FINDINGS; ALLOWING ELECTED OFFICIALS TO PARTICIPATE IN THE FORT MYERS BEACH HEALTH INSURANCE PROGRAM FOR TOWN EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Attorney Vose read a state statute providing health insurance for public officers and employees. She was unsure why previous legal opinions indicated the town needed a charter amendment to offer health insurance to council members. Human Resources Manager Talissa Oliveira reviewed a handout she distributed at the last meeting regarding the change and cost of health insurance for council members. She referred to Alternative 1 for monthly premiums and read the price in each column and the cost to the town. The new plan would take effect on October 1, 2023.

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

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

I. Resolution 23-98; Transition Health Insurance from Benecon to FMIT

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING ADOPTING THE NEW HEALTH INSURANCE PLAN WITH FMIT AND PROVIDING HEALTH INSURANCE TO THE ELECTED OFFICIALS.

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

Motion carried unanimously.

XII. PUBLIC HEARINGS

A. Resolution 23-86, VAR20230070, 434 Estero Blvd

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING VARIANCE VAR20230070 TO DECREASE THE FRONT (WEST) SETBACK BY 9 FEET AND DECREASE THE REAR (SOUTH) SETBACK BY 5.5 FEET, TO SWITCH THE SIDE AND REAR SETBACKS AND TO ALLOW FOR THE ENCROACHMENT OF MECHANICAL EQUIPMENT 1.5 FEET INTO THE SIDE (NORTH) SETBACK, FOR THE PROPERTY AT 434 ESTERO BLVD; PROVIDING

FOR SCRIVENER'S ERRORS, SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Baker swore in those providing testimony. Town Attorney Vose explained quasi-judicial proceedings. Community Development Planner Jason Green described his experience.

Council Member Veach moved to accept Jason Green as an expert witness; second by Mayor Allers.

Motion carried unanimously.

Mayor Allers read the title of the resolution. Ex parte communications: Mayor Allers drove by the property. No disclosures from other members.

Planner Green reviewed the background of the request as stated on the green sheet. He noted that staff recommended denial because it was a two-story design.

Richard Durling of Marvin Homes represented the owner, Sarah Tarble. He noted this house was one of 12 cottage home lots in the neighborhood. He stated that the request was the minimum required and was in roughly the same footprint. Mr. Durling indicated they wanted to see the neighborhood stay with the 12 lots rather than have a developer build a condominium. He described the possibility of a small enclosure on the ground level that would meet the building code requirements. The footprint was about 676 square feet and the house was approximately 1,500 square feet on two floors.

No public comment.

Vice Mayor Atterholt moved to approve the resolution with conditions; second by Council Member Woodson.

Council Member Veach noted that they had a 676 sq. ft. house and they should rebuild using the same square footage. Mayor Allers questioned whether Vice Mayor Atterholt would amend his motion to include any enclosed space through the breakaway wall required under the code for storage of bikes, not necessarily in the garage, but a smaller area just for bikes. Vice Mayor Atterholt thought they hoped to leave the area free for debris, storm, and view corridor purposes. Planner Green added that there had to be sufficient room to park the vehicles. Mayor Allers brought up allowing space for a potential future elevator shaft. Council Member Woodson suggested allowing 100 square feet for storage.

Vice Mayor Atterholt moved to approve the resolution with conditions as recommended and the first floor shall not be enclosed except for up to 100 square feet; second by Council Member Woodson.

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

B. Resolution 23-87, SEZ20230126, 163 Old San Carlos

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/APPROVING WITH CONDITIONS/DENYING SPECIAL EXCEPTION SEZ20230126 TO TEMPORARILY ALLOW OUTDOOR CONSUMPTION ON PREMISES WITH A RETAIL USE AND CONDITIONS FOR THE PROPERTY

LOCATED AT 163 OLD SAN CARLOS BOULEVARD; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Ex parte communications:

Mayor Allers - emails and drove by the property; Council Member Woodson - knew the property, had prior conversations and watched the LPA meeting.

No disclosures from other members.

Planner Green reviewed the request as stated on the green sheet. He noted that the LPA recommended approval with conditions.

Applicant Suzanne Bahan was close to opening her bar before Hurricane Ian destroyed it. She requested that her COP license for 185 Old San Carlos be temporarily transferred to an outdoor venue at 163 Old San Carlos. She had insurance on her property at 163 but not 185. Since she has no income, she cannot apply for loans. She described the site plan on page 255, which included a shipping container, a seating area, tables & chairs, an area for a band and retail racks. Porta-potties will be on the site. Planner Green noted that the shipping container would have to be movable, but Ms. Bahan commented that Planner Propst said it had to be strapped down. Planner Green will double-check the requirements. Ms. Bahan noted that she paid a \$3,800 fee for the special exception but could not use it because of the hurricane. She requested that the amendment fee be waived.

(Vice Mayor Atterholt left the meeting.)

No public comment.

Council Member Veach moved to approve the special exception to temporarily move the COP with the conditions and waive the application fee; second by Council Member Woodson.

Motion carried unanimously with Vice Mayor Atterholt excused.

XIII. ADMINISTRATIVE AGENDA

A. Times Square Clock Preparations

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, WAIVING THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF PROPOSALS RECEIVED FOR ELECTRIC AND SITE WORK FOR TIMES SQUARE IN AMOUNTS NOT TO EXCEED \$_____ & \$_____; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Operations Compliance Director Frankie Kropocek stated that since no one knew the electrical layout under the pavers, it was decided that a ground-penetrating radar would be safer.

The proposal was put together by the general contractor who was also doing work at Bayside Park. He stated that the installation cost would be approximately \$96,000.00 and the electrical cost would be \$55,000.00. The value of the clock was approximately \$40,000.00, which was donated.

Council Member Veach mentioned that it gave him pause to spend \$150,000.00 to install the clock. Director Kropocek stated that this would lay out the groundwork for everything they needed to do in Times Square. He

indicated that there were avenues the town could pursue for reimbursement. He added that the total expense may be lower. Mayor Allers moved to approve the resolution to not exceed \$151,000.00 for the electrical work on the site at Times Square; second by Council Member King. Motion carried unanimously with Vice Mayor Atterholt excused.

B. Sand Placement Onto The Beach.

Authorize Town Staff to maximize sand placement onto the beach, 1) constructing the full design beach (OPTION #1) along shoreline lengths with adequate property owner participation, 2) constructing the full design beach seaward of the ECL (OPTION #2) on shoreline lengths with isolated non-participating properties, and 3) constructing the beach at ECL elevation grade seaward (OPTION #3) on shoreline lengths dominated by non-participating properties.

Council Member Woodson questioned whether one more attempt would be made to contact property owners who have not signed the easement.

Environmental Project Manager Chustz replied that certified letters went out last month but some property owners were out of the country. He noted that they would make every effort to contact people.

Vice Mayor Atterholt moved to authorize; second by Council Member King. Motion carried unanimously.

C. Annual Communication Plan

Discuss draft communication plan and provide edits

Public Information Officer Jenny Dexter noted that her draft plan was in the packet. She utilized PowerPoint for her presentation and the slides included: DRAFT Communications Plan Input, Goals, Objectives, Media Policy, Facebook Lives or Videos, Improvements to Emergency Communications and Budget.

D. 2024 Legislative Priorities

Discussion of the 2024 Legislative Priorities

Town Manager Hyatt indicated the list needed to be formalized by the September meeting so he could send it to Tallahassee. Director Kropocek stated that their infrastructure needs were documented with FEMA and he hoped that the state would match FEMA funds, which would get the town closer to its end goal. His list consisted of the top five priority items and he remarked that their canal issues really needed to be addressed. Council Member Veach brought up building a resilient hub in Town Hall or Bay Oaks. Director Kropocek responded that it was incorporated into their plan for moving forward. Mayor Allers suggested that more emphasis be placed on item 5.

XIV. FINAL PUBLIC COMMENT

Terry Persaud, business owner, read provisions in a settlement agreement drafted by the previous attorney in June of 2023. He indicated that he responded to the agreement and only received a partial response. He stated that neither he nor his attorney voided or refused the settlement. He handed Town Attorney Vose a copy of a settlement offer.

XV. TOWN MANAGER'S ITEMS

Town Manager Hyatt stated that another species of palm tree has replaced the coconut palms in Bayside Park and the turf should be installed next week. Culture, Parks and Recreation Director Jeff Hauge stated the Little League field was being worked on and ICS Materials donated their time and staff. The turf should be installed on Wednesday and the fencing should be done within the week. The grand reopening of the ballpark was Monday, August 28, 2023, from 4:00-6:30 p.m. The light poles have been removed and two companies are in the running for stadium lights. The Bay Oaks project was approved, but the switchgear had issues and Director Hauge was working with companies for a solution. Generators would be hooked up if needed to get the project started. The pool was being worked on, but it would be a slow process. The pool was structurally fine but may need to be resurfaced. Director Hauge explained how the Little League field was mitigated.

Director Kropocek reported that the CAD design was finished two weeks ago for the Town Hall trailers. The trailers will be on the old ball field at Bay Oaks and are expected to be onsite on October 1, 2023. He stated they were on time and on target. The new trailers were less expensive than continuing to rent trailers from the state.

Town Manager Hyatt indicated that the Trust for Public Land representatives had not found anyone willing to sell their property. He stated that he and Director Kropocek identified town locations needing debris removal or demolition. Letters will be sent to ask property owners to contact staff for information on how to remove debris.

Director Kropocek noted that the parking system was evaluated and often did not work efficiently. The system was supposed to give a 10-minute warning that the meter was expiring. Many people did not refresh their phones, notice the warning or follow instructions. The town will put up educational posters if needed. He stated that if a ticketed person who did not see the warning called the town in a condensed period, the staff could void the citation. He noted that training for the public and staff was currently taking place. Council Member Veach brought up a parking voucher program for people utilizing restaurants or shopping. Mayor Allers questioned how the town came up with the administrative fees tacked onto citations. Town Manager Hyatt replied that it was on the fee schedule, which would be presented at the September meeting. He discussed current technology businesses used to offer discounts for future parking.

XVI. TOWN ATTORNEY'S ITEMS

Town Attorney Vose requested a shade session at 9:00 a.m. on September 11, 2023, regarding the James J. Jamison case. The regular Town Council meeting will start at 10:00 a.m. She asked for a volunteer in the Fort Myers Beach vs. Key Estero Shops case. A representative was needed to attend a court-ordered ZOOM Mediation at 2:00 p.m. on Tuesday, September 12, 2023. Mayor Allers volunteered.

Mayor Allers questioned where the town was at regarding Terry Persaud. Town Attorney Vose stated that Mr. Persaud's attorney informed her that the federal court case was dismissed and there was no existing lawsuit. The matter will be added to the September 11, 2023 agenda.

XVII. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Veach noted that the town used to offer amber lights to the community at cost. Mayor Allers said that storage was an issue. He stated that the Town Attorney told him that workforce housing, where priority was given to those with jobs on the beach, was not allowed under the Fair Housing Act. He questioned whether the council was interested in pursuing affordable family housing. He said he would bring it up at the housing branch meeting tomorrow if the council agreed. Mayor Allers commented that he would like to see details but did not want to be excluded from the conversation either. Mayor Allers supported an affordable project and Council Member King supported the idea but wanted to see details. Mayor Allers received support to add the item to an M&P regarding inviting someone with experience to address affordable housing.

Council Member Woodson requested an update concerning the land swap with the fire department. Town Manager Hyatt replied that he was waiting for the appraisal. Mayor Allers stated that both properties were almost the same size, close in value and details were being worked out.

Council Member King commented that the Estero Island Beach Club was confused regarding the definition of a view corridor. He suggested that staff provide clarification and questioned whether it was the ground to the sky or something different. Council Member Woodson felt it could be an open parking area or on the side from the ground to the sky. Mayor Allers agreed it could be both. Planner Green revealed that it would be up to the council to interpret the definition, but the Club was not ready to build due to the number of issues that had to be resolved. He agreed that the council should discuss the interpretation.

Planner Green will bring something back at the next meeting. Council Member King thanked Professor Collins for his presentation, but he did not present what the two of them discussed in March.

Mayor Allers stated that the deadline to apply for membership on advisory committees was September 8, 2023. Dish Network representatives will be in town for an operation appreciation day tentatively scheduled for October 28, 2023. Details will follow.

XVIII. ADJOURNMENT

Council Member King moved to adjourn the meeting; second by Mayor Allers.
Motion carried unanimously with Vice Mayor Atterholt excused.

The meeting was adjourned at 2:10 p.m.

DRAFT



Fort Myers Beach Town Council

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

Minutes

Tuesday, August 29, 2023

10:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. PUBLIC COMMENT

No public comment.

III. ADMINISTRATIVE AGENDA

- A. Resolution 23-99; State of Local Emergency Tropical Storm / Hurricane Idalia
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, DECLARING A STATE OF LOCAL EMERGENCY DUE TO THE APPROACH OF TROPICAL STORM/ HURRICANE IDALIA; PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE

Mayor Allers read the resolution. Town Manager Hyatt explained that this resolution was for Hurricane Idalia.

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

Motion carried unanimously.

Mayor Allers noted that two safe havens were open off the island. A two to four foot storm surge is possible, and he urged those in travel trailers to leave for the next 24 to 48 hours. Local media and social media will continue updates throughout the event. Free sand is available behind the Town Hall complex and bags are available as long as supplies last, and weather

permits. Be aware of the following streets that typically flood: Crescent St., 1st St., 2nd St., 3rd St., Bahia Via, Anchorage St., Andre Mar Dr., Dakota Ave., Oak Ridge Ave., Fairview Lane, Lazy Way and Estralita Drive.

Vice Mayor Atterholt thanked the Mayor, Town Manager and staff for a job well done. Mayor Allers thanked Waste Management for assisting the town with debris removal.

Town Manager Hyatt stated that the Town Hall would close this afternoon and he noted that if people did not get their new hurricane passes, they could use the old one and a driver's license. Council Member Veach encouraged people in RVs to evacuate, especially since wind gusts were expected overnight.

IV. ADJOURNMENT

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

The meeting was adjourned at 10:13 a.m.

1. **Requested Motion:**

Meeting Date: September 11, 2023

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.

Why the action is necessary:

Extending the local state of emergency provides the Town with the needed flexibility to respond to the catastrophic disaster caused by Hurricane Ian and maintains the Town's eligibility for federal and state reimbursement funding for the costs of recovery.

What the action accomplishes:

Extends the Town's Declaration of state of local emergency.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

Hurricane Ian has caused a catastrophic disaster in the Town, causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas. Approving and ratifying these Resolutions will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 22-34.

Attachments:

1. 23-100, Extending Declaration of Local Emergency 9.11.23-9.17.23
2. 23-101, Extending Declaration of Local Emergency 9.18.23-9.24.23

Financial Impact:

6. **Alternative Action**

Not adopt resolutions and the end the Local State of Emergency for Fort Myers Beach

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 8/29/2023
Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023

RESOLUTION 23-100

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, *Florida Statutes*, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Section 252.38 *Florida Statutes*, specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

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

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 11th day of September 2023.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-35 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), *Florida Statutes* and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

Section 6. The state of local emergency shall remain in effect until terminated as provided in Section 12-21 of the Code. However, the mandatory curfew and prohibition regarding the use of fresh water supplied by the County or local water company for any purpose other than cooking, drinking, or bathing set forth in Section 12-24 of the Code are hereby waived at this time.

Section 7. As provided in Section 12-21(a) of the Code, the Mayor, Vice-Mayor, or Town Manager may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 11th day of September 2023 upon the signature of the Mayor at 9:00 a.m.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

Vose Law Firm, Town Attorneys

This Resolution was filed in the Office of the Town Clerk on this 11th day of September 2023.

RESOLUTION 23-101

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 252, *Florida Statutes*, authorizes the waiver of procedures and formalities, otherwise required of municipalities, and to take whatever prudent action is necessary to ensure the health, safety, and welfare of the community in the event of a state of emergency; and

WHEREAS, Section 252.38 *Florida Statutes*, specifically authorizes municipalities to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions required by law pertaining to performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community such as but not limited to entering into contracts; incurring obligations; employing permanent and temporary workers; utilizing volunteer workers; renting of equipment; acquiring and distributing supplies, materials and facilities with or without compensation, and appropriating and expending public funds; and

WHEREAS, the Town of Fort Myers Beach, Florida (Town), pursuant to its inherent home rule powers under Florida Constitution and otherwise has adopted certain emergency procedures set forth in Chapter 12, Article II – “Emergency and Disaster Planning” of the Code of Ordinances, Town of Fort Myers Beach, Florida (“Code”), and is otherwise authorized to activate the Town’s emergency plan; and

WHEREAS, the State of Florida and Lee County have declared a state of local emergency due to the catastrophic impacts of Hurricane Ian to Lee County; and

WHEREAS, as defined in the Code, Hurricane Ian has caused a catastrophic disaster in the Town causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas; and

WHEREAS, Section 12-21 of the Code provides that where it is not possible to obtain a quorum to convene an emergency meeting to proclaim a state of local emergency, or extend or rescind such a proclamation, the Mayor, Vice-Mayor, or Town Manager are authorized to proclaim, extend, or rescind a local state of emergency.

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

Section 1. The foregoing whereas clauses are true and correct and hereby adopted as the legislative and administrative findings of the Town Council and made a specific part of this Resolution; all exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 18th day of September 2023.

Section 3. The amendment and extension of the proclamation of a state of local emergency set forth in Resolution 22-35 is an emergency measure necessary for the protection of the public safety, due to the catastrophic disaster caused by Hurricane Ian.

Section 4. As provided in Section 252.38(3)(a), *Florida Statutes* and Chapter 12, Article II of the Code, the Town hereby waives the procedures and formalities otherwise required by law of a municipality as set forth in said State law and the Code.

Section 5. The Town Manager or designee is hereby designated as the declaring official for purposes of implementing the emergency and disaster regulations of the Town. The Town Manager or designee will exercise all powers necessary to protect the health and safety of the public set forth in any Executive Order that may be issued by the Governor, Chapter 252, Fla. Stat., and Chapter 12, Article II of the Code. This proclamation also authorizes the Town Manager or designee to utilize government employees and volunteers to assist in securing private property to minimize the overall damage to the Town.

Section 6. The state of local emergency shall remain in effect until terminated as provided in Section 12-21 of the Code. However, the mandatory curfew and prohibition regarding the use of fresh water supplied by the County or local water company for any purpose other than cooking, drinking, or bathing set forth in Section 12-24 of the Code are hereby waived at this time.

Section 7. As provided in Section 12-21(a) of the Code, the Mayor, Vice-Mayor, or Town Manager may extend the proclamation of a state of local emergency as the "responsible official" of the Town.

Section 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Any scrivener or typographical errors that do not affect intent of this Resolution may be corrected with notice to and authorization of the Town Attorney and Town Manager without further process.

Section 10. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 11. This Resolution shall become effective upon the signature of the Mayor.

This Resolution was ADOPTED this 11th day of September 2023 upon the signature of the Mayor at 9:00 a.m.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:

Vose Law Firm, Town Attorneys

This Resolution was filed in the Office of the Town Clerk on this 11th day of September 2023.

1. **Requested Motion:**

Meeting Date: September 11, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO HURRICANE IDALIA; PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Approving and ratifying this Resolution will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 23-99.

Attachments:

1. 23-106, Extension of Local Emergency - Idalia

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 8/30/2023
Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023

RESOLUTION NUMBER 23-106

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO HURRICANE IDALIA; PROVIDING THE TOWN WITH POWERS, INCLUDING, BUT NOT LIMITED TO THOSE PURSUANT TO FLORIDA STATUTES, CHAPTER 252, AND TOWN CODE CHAPTER 2, ARTICLE VI; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE

WHEREAS, Section 252.38(3), Florida Statutes, authorizes the Town of Fort Myers Beach to declare a state of local emergency and to waive the procedures and formalities otherwise required of political subdivisions by law; and

WHEREAS, Chapter 12 of the Town Code of the Town of Fort Myers Beach authorizes certain powers in the event of a local state of emergency; and

WHEREAS, a state of local emergency proclamation is allowed for seven (7) days with appropriate extensions pursuant to law; and

WHEREAS, the effects of Hurricane Idalia impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 29, 2023, must be extended.

THEREFORE, under the powers vested in it pursuant to Chapter 252, Florida Statutes, and under Chapter 12 of the Town Code of the Town of Fort Myers Beach, the **Town Council does hereby extend the proclamation of a state of local emergency in the Town of Fort Myers Beach, Florida, as identified above beginning at the end of the previously adopted state of local emergency to 7 days thereafter.**

SECTION 1. State of Local Emergency. The following emergency powers and other provisions shall be in force during this state of local emergency:

1. The Town Manager, or designee, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Section 252.33, Florida Statutes. This resolution further authorizes the Town Manager, or designee, to utilize all lawful authority granted to the Town of Fort Myers Beach by Federal, State, County, or Town Emergency Management Laws, Rules, Regulations, Orders and, including, but not limited to, Section 252.46 and Section 252.38(3)(a)(1) through Section 252.38(3)(a)(5), Florida Statutes, inclusive.
2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or

order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.
4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:
 - Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
 - Entering into contracts;
 - Incurring obligations;
 - Employment of permanent and temporary workers;
 - Utilization of volunteer workers;
 - Rental of equipment;
 - Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
 - Appropriation and expenditure of public funds
5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.
6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:
 - (a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.
 - (b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

- (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
 - (f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.
 - (g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.
 - (h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.
 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
 - (b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.
8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be

made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

SECTION 2. Conflicts. Any and all Resolutions or parts of Resolutions in conflict herewith are hereby repealed.

SECTION 3. Severability. If any provision or portion of this Resolution or the application is held invalid, the invalidity shall not affect other provisions, portions or applications of the Resolution, which can be given effect without the invalid provision, portion or application, and to this end the provisions, portions, or applications of this Resolution are declared severable.

SECTION 4. Effective Date and Termination Date. This Resolution shall take effect immediately upon the termination of the previously adopted state of local emergency, and shall terminate automatically seven (7) days from that date unless terminated earlier or extended by a document of equal dignity herewith.

SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

The foregoing Resolution 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:

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

ADOPTED this ____ day of _____, 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

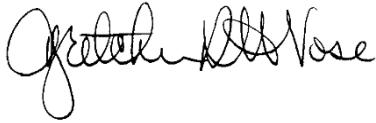
FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

A handwritten signature in black ink, appearing to read "Matthew D. Vose". The signature is fluid and cursive, with the last name "Vose" being more prominent.

Vose Law Firm, LLP, Town Attorney _____

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

1. **Requested Motion:**

Meeting Date: September 11, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, MAKING FINDINGS; PROVIDING PROVISION FOR ELECTRONIC PARTICIPATION DURING CERTAIN AGENDA ITEMS FOR PARTICULAR MEETING(S) UNDER CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

Ratifies the decision of the Town Council from their August 10, 2023 Management & Planning Session

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Gretchen R.H. Vose, Town
Attorney

5. **Background:**

After discussion at the August 10, 2023 Management & Planning Session among the members of the Fort Myers Beach Town Council, and after allowing input from the public, a procedure has been decided upon which would grant to the Mayor the reasonable discretion to determine whether a person or persons will be permitted to participate electronically in a public meeting;

Attachments:

1. 23-102, Electronic attendance at meetings

Financial Impact:

Unknown

6. **Alternative Action**

Do not approve resolution

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 8/30/2023
Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023

RESOLUTION NUMBER 23-102

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, MAKING FINDINGS; PROVIDING PROVISIONS FOR ELECTRONIC PARTICIPATION DURING CERTAIN AGENDA ITEMS FOR PARTICULAR MEETING(S) UNDER CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the question has arisen as to whether electronic participation (remote testimony or remote statements/comments by members of the public not physically present at a meeting) should be allowed as to particular agenda items at certain public meetings of the Town of Fort Myers Beach; and

WHEREAS, after discussion during a public meeting among the members of the Fort Myers Beach Town Council and after allowing input from the public, a procedure has been decided upon which would grant to the Mayor the reasonable discretion to determine whether a person or persons will be permitted to participate electronically in a public meeting; and

WHEREAS, the Town Council has determined it is in the best interest of the Town of Fort Myers Beach and its residents and business owners to adopt this Resolution.

NOW THEREFORE, BE IT RESOLVED 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 hereby grants to the Mayor (and the Vice-Mayor in the absence of the Mayor), the reasonable discretion to allow or disallow electronic participation as to specific agenda item(s) at specific meetings (including Town Council meetings and other Town meetings as deemed appropriate by the Mayor) using the following criteria in exercising such discretion:

- a) Whether there is good cause shown for wishing to participate in a meeting electronically (such as illness or otherwise being unable to attend in person). In no case will electronic participation be permitted if the person wishing to participate electronically would be able to attend in person.

- b) Whether the testimony or comments that are desired to be made electronically relate to a quasi-judicial hearing, in which case if one person is allowed to comment or testify remotely, all persons who are otherwise unable to attend in person shall also be allowed to participate electronically.
- c) Whether the subject matter of the agenda item personally affects the person wishing to participate electronically, or if the agenda item is a matter of general concern to the community but does not affect the requesting person to a greater extent than the effect on the rest of the community.
- d) Such other reasonable considerations as determined by the Mayor on a case-by-case basis.

Section 3. Any decision by the Mayor to allow electronic testimony or comments as to a particular agenda item shall be made, if at all, no less than four (4) calendar days before the applicable meeting. Such decision shall be posted on the Town's website stating the call-in information for the meeting, and whether electronic testimony or comments are allowed for one person, or for the public in general.

Section 4. This Resolution relates only to electronic participation by members of the public and does not relate to electronic participation by elected or appointed Town officials, Town staff members, or Town consultants.

The foregoing Resolution 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:

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

ADOPTED this ____ day of _____, 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

Vose Law Firm, LLP, Town Attorney

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

1. **Requested Motion:**

Meeting Date: September 11, 2023

Approval of the Town's CEMP

Why the action is necessary:

Follows the current plan protocols on periodically updating the Town CEMP.

What the action accomplishes:

Adopts the current version of the Town CEMP with updates from Hurricane Ian.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Town CEMP (Comprehensive Emergency Management Plan) establishes uniform policies and procedures consistent with NIMS for the effective coordination of resources to cope with a wide variety of natural, man-made, and technological emergencies. These emergencies may differ in size and severity and might affect the health, safety, or general welfare of the people of the Town of Fort Myers Beach.

Pursuant to F.A.C. 27P-6.010, (8), this plan, shall be adopted by resolution of the governing body of the jurisdiction before it becomes the Comprehensive Emergency Management Plan for such local government. Modifications to the plan made between formal approvals by the governing body that are not substantive shall be considered administrative updates to the previously approved plan and do not require approval of the governing body, but must be approved by the Town Manager.

Plan Distribution

The Town of Fort Myers Beach CEMP will be comprehensively reviewed once every four years, or whenever significant revisions are necessary, or as directed by the Town Manager. The plan will be distributed to the following individuals for input:

- ☐ Town Manager
- ☐ All Town Department Directors
- ☐ Lee County Emergency Management Division Chief
- ☐ Lee County Building Official (now the Town Building Official)
- ☐ Lee County Sheriff's Office
- ☐ Fire Chief, Fort Myers Beach Fire Control District

When adopted, the Plan shall be placed on the Town's website and distributed to the persons listed above and to the Town Clerk.

In addition, the Town Manager will periodically review emergency management assignments within the Emergency Operations Center with the goal of developing each position to a depth of two levels for each vital position. Individuals assigned to the roster will be notified of any updates to the Plan. This shall include:

- ☐ Mayor and Town Council
- ☐ Incident Command
- ☐ Planning Section Chief
- ☐ Logistics Section Chief

- ☐ Operations Section Chief
- ☐ Finance Administration Section Chief
- ☐ Public Information Officer
- ☐ Fire Chief
- ☐ Sheriff
- ☐ Emergency Management Coordinator

It shall be their responsibility to read and review the plan and be fully aware of the role they play in an emergency, and to disseminate it to and review it with appropriate members of their staff.

Attachments:

1. Town of FMB CEMP 2023 Draft for Stakeholder Input

Financial Impact:

6. **Alternative Action**

Do not approve the edits to the current CEMP and review again.

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Freeman, Public Works Director
 Jason Freeman, Public Works Director
 Gretchen R.H. Vose, Town Attorney
 Amy Baker, Town Clerk
 Andy Hyatt, Town Manager

Created/Initiated - 8/30/2023
 Approved - 8/30/2023
 Approved - 8/31/2023
 Approved - 8/31/2023
 Final Approval - 8/31/2023

Town of Fort Myers Beach



Comprehensive Emergency Management Plan (CEMP)

2023 Update

Executive Summary

Disaster can strike at any time without a moment's notice. Hurricanes and other catastrophic events have the potential to cause significant widespread damage to our Town. Being prepared and having a regularly exercised plan of action can be the difference between life and death for the citizens of this community. This 2023 update incorporates strategies and lessons learned from Hurricane Ian and other past experiences.

Local law enforcement, fire, emergency medical services, public health and medical providers, emergency management, public works, environmental response professionals, and others in the community are often the first to detect a threat, hazard, or respond to an incident. They also are often the last to leave an incident site or otherwise deal with the effects of an incident. The local senior elected or appointed official (the Mayor or Town Manager) is responsible for ensuring the public safety and welfare of residents. In today's world, senior officials and their emergency managers build the foundation for an effective response. They organize and integrate their capabilities and resources with neighboring jurisdictions, the state, non-governmental organizations (NGOs), and the private sector. Increasingly, businesses are vital partners within communities wherever retail locations, service sites, manufacturing facilities, or management offices are located. NGOs and not-for-profit organizations also play a key role in strengthening communities' response efforts through their knowledge of hard-to-reach populations, outreach, and services.

The Town has enjoyed a solid, cooperative and productive relationship with surrounding municipalities, the county, and the State of Florida. Details concerning working relationships between the Town, county and state have been outlined in this plan. By understanding each other's roles as well as the risks posed by natural and manmade disasters, we can better prepare, respond and recover from these events.

The Comprehensive Emergency Management Plan (CEMP) is the product of coordinated planning among the Town and county government, business community leaders and volunteer agencies. In addition, the plan follows Federal Emergency Management Agency (FEMA) Version 2.0 of Comprehensive Preparedness Guide 101: Developing and Maintaining Emergency Operations Plans. The CEMP is one of the core planning documents that explains how the Town plans to respond to disasters. Town staff use this plan as the basis for training in their roles during disasters. Exercises provide a chance to validate the plan and training.

In this document, incidents include actual or potential emergencies or all-hazards events that range from accidents and natural disasters to actual or potential terrorist attacks. They include events contained within a single jurisdiction and others that are catastrophic in nature and regional and/or national in their scope or consequences.

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DRAFT

I. INTRODUCTION

a. Purpose

The purpose of the plan is to reduce the vulnerability of people and property from large scale disasters, ensure an effective response to the impacts of critical incidents and disasters, and ensure long-term community recovery. The Comprehensive Emergency Management Plan (CEMP) describes the policies, strategies, operational goals and objectives through which the Town will mobilize resources and conduct response and recovery activities after a large-scale disaster.

This plan provides an all-hazards emergency management framework and addresses prevention, mitigation, preparedness, response, and recovery. The plan establishes municipal policies and protocols for conducting emergency operations.

The plan establishes the organizational system for comprehensive emergency management in compliance with the National Incident Management System (NIMS) as well as Federal, State, and County requirements. Roles and responsibilities for implementing emergency operations are assigned to individuals, agencies, and contract organizations.

This plan is designed to address all hazards. However, its policies, operational procedures, and responsibilities are flexible and should be modified to meet disaster or critical incident specific conditions.

b. Scope

This “Basic Plan” is designed to provide an “all hazards” response template for most emergencies. The Fort Myers Beach Comprehensive Emergency Management Plan (CEMP) provides specific guidance for unique emergencies such as aircraft crashes, major hazardous material incidents, and acts of terrorism. These will include direction and control measures and protocols for a variety of emergency responses which may require coordination between local, State and Federal agencies.

Generally, a Unified Command (UC) is established to manage an emergency response covering more than one jurisdiction. This plan details actions necessary for short and long-term recovery and mitigation efforts following a disaster. In all but purely local disasters, the Lee County Emergency Operations Center (EOC) will serve as the central venue to coordinate emergency warning, response and short-term recovery activities with the Fort Myers Beach EOC and Emergency Management Team serving a coordination and support function. Once these activities are focused on a specific function (i.e. debris management), long-term recovery will best be managed directly by Fort Myers Beach and the responsible Town or County department pursuant to established policies and interlocal

agreements.

Mitigation measures are addressed through Lee County's Local Mitigation Strategy meetings and through rebuilding initiatives associated with damaged facilities. The Town maintains an active role in the County's ongoing mitigation strategy effort and with the Local Mitigation Strategy (LMS).

c. Framework for Emergency Management

To facilitate rapid and efficient emergency disaster operations, the Town of Fort Myers Beach officials participate in the National Incident Management System (NIMS). In support of that system, the Fort Myers Beach CEMP provides the framework for different agencies, jurisdictions, government levels, volunteer organizations, and the private sector to deal with all-hazards and effectively utilize resources in a coordinated effort. The CEMP addresses the four phases of emergency management: Preparedness, Response, Recovery and Mitigation.

Some phases are continuous with a certain amount of overlap. NIMS establishes coordination, linkages, interoperability and partnerships among the participants and fully integrates facilities, equipment, communications, procedures and authorities into a common emergency management program. Managing emergencies necessarily involves many stakeholders including fire, sheriff, medical, community, business, volunteer, county, and other neighboring jurisdictions. NIMS and ICS provide a system in which all stakeholders work together to effectively and efficiently respond to any emergencies.

Like NIMS, the Incident Command System (ICS) is an emergency management model for command, control and coordination. Fort Myers Beach officials will employ the basic features and principles of this system in managing emergencies. ICS provides a standardized structure that can pull the many parts of emergency operations together.



d. Authorities and References

This plan was developed to be in compliance with Florida Statutes 252.38 (Emergency management powers of political subdivisions), which encourages and authorizes political subdivisions to develop emergency plans which are consistent and coordinated with the emergency planning of the County government.

The Town has adopted and institutionalized the requirements set forth in the National Incident Management System, Homeland Security Presidential Directive Number 5, and Homeland Security Directive Number 8. The Town meets all

requirements set forth in Florida Statutes 252.38(2).

The CEMP establishes uniform policies and procedures consistent with NIMS for the effective coordination of resources to cope with a wide variety of natural, man-made, and technological emergencies. These emergencies may differ in size and severity and might affect the health, safety, or general welfare of the people of the Town of Fort Myers Beach. The plan is also in compliance with the Florida Comprehensive Emergency Management Plan and the Lee County Comprehensive Emergency Management Plan.

Fort Myers Beach Town Ordinance No. 06-12 and 10-08 describes the procedures for declaring a state of emergency and all related actions by Town officials. The ordinance provides the authorities for the development of this Comprehensive Emergency Management Plan and all measures necessary to protect public health, safety and welfare to preserve the lives and property of the residents of Fort Myers Beach, Florida. This plan includes procedures for the activation, operation and deactivation of the Town of Fort Myers Beach Emergency Operations Center. The Town Manager, or in his/her absence the Public Works Director, or in his/her absence, the Finance Director may activate the plan in accordance with the activation procedures.

e. Plan Adoption Requirements

Pursuant to F.A.C. 27P-6.010, (8), this plan shall be adopted by resolution of the governing body of the jurisdiction before it becomes the Comprehensive Emergency Management Plan for such local government. Modifications to the plan made between formal approvals by the governing body that are not substantive shall be considered administrative updates to the previously approved plan and do not require approval of the governing body, but must be approved by the Town Manager.

f. Plan Distribution

The Town of Fort Myers Beach CEMP will be comprehensively reviewed once every four years, or whenever significant revisions are necessary, or as directed by the Town Manager. The plan will be distributed electronically and physical copies sent to the following individuals for input:

- Town Manager
- All Town Department Directors
- Lee County Emergency Management Division Chief
- Lee County Sheriff's Office
- Fire Chief, Fort Myers Beach Fire Control District

When adopted, the Plan shall be placed on the Town's website and distributed to those listed above and to the Town Clerk.

In addition, the Town Manager will periodically review emergency management assignments within the Emergency Operations Center with the goal of developing each position to a depth of two levels for each vital position. Individuals assigned to the roster will be notified of any updates to the Plan. This shall include:

- Mayor and Town Council
- Incident Command
- Planning Section Chief
- Logistics Section Chief
- Operations Section Chief
- Finance / Administration Section Chief
- Public Information Officer
- Fire Chief
- Sheriff
- Emergency Management Coordinator

It shall be their responsibility to read and review the plan and be fully aware of the role they play in an emergency, and to disseminate it to and review it with appropriate members of their staff.

II. SITUATION & ASSUMPTIONS

a. Hazard Analysis

The entire incorporated area of the Town of Fort Myers Beach is located within an area of Coastal High Hazard as defined in Florida Statutes, Chapter 163.3178. All life and property on Estero Island are especially vulnerable to destruction by high winds and flooding caused by hurricanes, and their accompanying tornadoes and heavy rainfall. Large areas of the island are subject to damage from wave action of flood waters. Life and property may also be endangered by the insufficient precautions of others when wave action batters structures with unsecured debris and wreckage of destroyed structures. Evacuation is limited by the two exit points from the Town, necessitating advanced warning. Additionally, during a wind event, bridges may be closed thus limiting response on and off the island. Afterward, utility services may be disabled, and may continue to be nonfunctional for extended periods; public safety may be impaired through lack of police and fire protection and emergency medical response; downed power lines, gas leaks, and damage to structures can cause safety hazards; and necessities such as food, fresh water, and gasoline may be unavailable for extended periods of time.

Tropical weather is the most likely event to affect the Town of Fort Myers Beach, however, the Town is vulnerable to other emergency events. The Lee County LMS identifies the following additional hazards as potential threats to our community: coastal erosion, drought/extreme heat, terrorism, pandemic, civil unrest and collateral effects from disasters and emergencies from other parts of Florida.

The Town of Fort Myers Beach has adopted the Lee County Comprehensive Emergency Management Plan (CEMP), which includes flood/surge impact scenarios and the County flood warning plan for Estero Island. Additionally, the Town adopted the Lee County Local Mitigation Strategy (LMS) that contains a detailed risk analysis outlining potential damage to town residences, businesses and infrastructure.

b. Geographic Information

The Town's jurisdiction includes approximately 2.77 square miles of land area, or all of Estero Island, plus the area of water within a perimeter extending one thousand feet from the shoreline of Estero Island. Estero Island is part of a system of barrier islands along Florida's west coast formed by erosion and movement of sand along the shoreline. A barrier island is a dynamic landform, subject to long-term landward movement, and sudden landward movement resulting from large storms, a process called "barrier island rollover."

The topography of Estero Island is nearly flat, with the greatest relief of a gentle slope upward from the submerged near-shore area to the vegetated dunes beyond the backshore area of the beach. The usual topographic sequence in section proceeding from the gulf side to the bay side would be near-shore, beach, dune, wash-over fan, marsh, tidal flat, and finally the estuarine lagoon of Estero Bay. In the absence of human alterations, the dunes are the highest point on the profile of the island, and water drains either down the face of the beach into the ocean or back from the dunes into the mangrove marshes where it percolates into the bay.

Human alterations of Estero Island have replaced the dunes, wash-over fan, and portions of mangrove marsh with rows of buildings, pavement, and a system of canals. The remaining beach and dunes, mangrove marshes, and tidal flats are environmentally sensitive and indicated as such on the Town's Future Land Use Map. Much of the beach is also protected from development by the State's 1978 Coastal Construction Control Line. The entire island is subject to flooding from heavy rains and from storm surge that overtops the dunes and washes across the island.

c. Land Use

Land use in the Town is oriented toward the main tourist attractions of the beach and recreational boating and limited by the singular north-south transportation corridor of Estero Boulevard and absence of side street connectivity. Businesses cluster in the downtown area (Pedestrian Commercial future land use) and stretch down Estero Boulevard to the vicinity of Town Hall and the library (Boulevard future land use). A second center of commerce is at the south end of the island surrounding Santini Plaza (also Pedestrian Commercial future land use). Along Estero Boulevard at the north and south ends of the island are mostly high-rise and other multi-family residential buildings; single and two-family homes are more common to the bay side of Estero Boulevard and along Estero Boulevard in the central portion of the island.

d. Demographics

The Census Bureau's July, 1 2022 resident population estimate for the Town of Fort Myers Beach is approximately 5,664. This places the resident population density of the Town at approximately 2,037 persons per square mile; the 2010 Census reports the Town's land area as 2.78 square miles.

 Population Estimates, July 1, 2022, (V2022)	 5,664
 Population estimates base, April 1, 2020, (V2022)	 5,581
 Population, percent change - April 1, 2020 (estimates base) to July 1, 2022, (V2022)	 1.5%
 Population, Census, April 1, 2020	5,582
 Population, Census, April 1, 2010	6,277

The Census Bureau's estimates were not available for 2022, the 2010 estimates show a total of 10,119 housing units, of these 27.3 percent are estimated to be single-family detached homes and 55 percent are units in structures with more than 20 units; a reflection of the large number of high-rise multi-family residences on the Island. The estimated Owner-occupied housing unit rate for 2017-2021 was 89.4 percent. The 2010 Census reported 50.5 percent of the Town's housing units being for seasonal, recreational, or occasional use. The Town's seasonal population is difficult to calculate; estimates range from five to thirty thousand additional persons. There are also transients with no fixed residence and visitors in recreational vehicles.

Post-Ian statistics will incorporate the loss of structures suffered by the Town, but at this time reliable data of the changing stock of buildings/ structures has not been made available.

Of the Town's estimated 5,664 permanent residents, 5.5 percent, are estimated to speak a language other than English at home. However, according to 2010 Census data only 1.1 percent are estimated to speak English less than "very well". Approximately 55 percent of residents speaking languages other than English are speaking other Indo- European languages and 29 percent are estimated as speaking Spanish.

e. Economic Profile

The Town of Fort Myers Beach's major industry is the service industry, supporting the Town's large tourist and seasonal communities. Household income information is shown in the table below:

Description	Numerical Data
Median Household Income	\$ 76,888
Poverty Rate	6.0%

Per the 2020 Economic Census, Town businesses accounted for 564 jobs in food preparation and serving related fields; 509 jobs in Management; 263 jobs in sales and related occupations; 481 jobs in retail; 237 jobs in real estate and rental & leasing.

f. Structures & Infrastructure

Within the Town of Fort Myers Beach there are currently more than 2,762 single and multi-family residences, over 256 structures classified as commercial/business and 17 local government buildings/structures, and 0 health care facilities as of April 2018.

Property values in the Town are high, however, most valuable properties are in the areas most exposed to storm surge and high winds. Many buildings were built prior to adoption of flood regulations in 1984 and do not conform to elevation and other structural requirements that provide protection from losses. In the event of a catastrophic hurricane, extreme barrier island rollover is a possibility which may result in a total loss of all real property in Fort Myers Beach with little potential for rebuilding. The more likely scenario of a moderate hurricane could destroy or damage portions of the island and would affect the most valuable property along the beach and in the downtown area most severely. FEMA high velocity flood zone designations in the present commercial core areas limit businesses' redevelopment prospects because flood regulations require elevated first floors. Businesses could be destroyed, leading to short-term unemployment for their employees, and not be able viably to rebuild, leading to a permanent loss of jobs and commercial activity in the Town.

Critical Facilities in the Town are:

Town Hall
2525 Estero Blvd.

Bay Oaks Recreation Center & Pool
2731 Oak Street

Mound House
451 Connecticut Street

Mound House Overflow Lot
216 Connecticut Street

Newton Park
4650 Estero Blvd.

Fort Myers Beach Elementary School
2751 Oak Street

Fort Myers Beach Library
2755 Estero Blvd.

US Post Office

200 Carolina Ave.

Mooring Field

Fort Myers Beach Fire Control District (FMBFCD) Administration
100 Voorhis Street

FMBFCD Fire Station #31
3043 Estero Blvd.

Fort Myers Beach Fire Department Station #33
121 Lenell Rd.

North Water Tower
851 Lagoon Street

South Water Tower
131 Lenell Road

Booster Pump at Moss Marina (Waterlines) 450 Harbor Court

Pump Stations
Electric Substations
Internet/Telecom facilities

g. Emergency Operations Center (EOC)/Response Support Facilities

The Town of Fort Myers Beach does not have its own EOC. Should an EOC activation be required, Town staff will be co-located with the Lee County EOC at 2665 Ortiz Ave, Fort Myers.

Lee County maintains a state-of-the-art Emergency Operations Center, 18 miles away on the mainland. In all but the most localized emergencies, the Lee County EOC will function as the “Command” entity and the Fort Myers Beach EOC will be activated as a “Support” entity. The Town staffs a liaison to the Lee County Emergency Operations Center during all major events.

There are three (3) public safety buildings in the Town. The Fort Myers Beach Fire Control District (FMBFCD) Administrative Building located at 100 Voorhis St.; Fire Station #31 located at 3043 Estero Blvd. and Fire Station #33 on the south end of the island at 121 Lenell Rd. Emergency Medical Services (EMS) are provided through the Fire Control District. The Lee County Sheriff’s Office (LCSO) provides protective services, but does not maintain a facility in the Town.

h. Planning Assumptions

Disasters impacting the Town will endanger public safety, damage property, and disrupt community services. The level of impact will vary in location, type and magnitude. This variability necessitates a flexible approach to implementation of the Comprehensive Emergency Management Plan.

The concept of operations outlined in this plan assumes that a major or catastrophic emergency has occurred, or is likely to occur, creating a need for the immediate activation of this plan and mobilization of emergency response resources. Damage may be extensive, and areas could experience casualties, severe property loss, disruption of normal life support systems, and loss of economic, physical, and social infrastructures.

Local emergency response personnel will likely be impacted by the disaster and experience damage to their individual homes and personal property. Town contractors' equipment and offices may also be damaged by the disaster and their employees also affected, which may impede their availability to deliver contracted services. All public, private, and non-profit organizations that support this plan have developed emergency operations procedures to implement and allocate resources.

If the emergency is major or catastrophic in nature, it is assumed that the County will request State assistance and, if necessary, the Governor will request

activation of the National Response Plan and Federal resources, coordinated through the Florida Department of Emergency Management and the Department of Homeland Security/Federal Emergency Management Agency. Assistance will be deployed to the affected areas to provide aid to local governments.

In addition to State and perhaps Federal assistance, the Town may request mutual aid from other jurisdictions and municipalities throughout the State. Disaster conditions may require the Town to fulfill emergency response and disaster recovery operations independently and without assistance for up to 72 hours following impact of the critical incident or disaster.

Resources in a severe emergency are likely to be inadequate to meet the basic needs of citizens within the Town. Prioritization of resources is based upon life-sustaining needs in accordance with the policies established in the Lee County Comprehensive Emergency Management Plan.

Protective actions for the public could potentially involve thousands of individuals, and it is assumed the public will attempt to comply with all protective action instructions. Following the impact of a disaster, significant modifications in normal Town department operations will be necessary to assist disaster survivors, restore community services, protect public safety, coordinate debris removal, and similar operations. This may require Town departments to work overtime, employ temporary staff, use alternate facilities, and/or deliver services directly to damaged areas.

III. EMERGENCY PREPAREDNESS

a. Summary of Municipal Capabilities

The Town of Fort Myers Beach has limited internal capabilities to respond to and recover from a major disaster. The Town has limited municipal staffing and relies upon interlocal agreements with Lee County for many government services. The Town contracts with the Lee County Sheriff's Office for law enforcement, with the Fort Myers Beach Fire Control District for fire-rescue and EMS services; as well as with other contractors for waste management, traffic engineering, as well as other services. The Town must coordinate closely with Lee County, the LCSO, Fort Myers Beach Fire Control District, and all contract service providers to ensure that the emergency preparedness, response, and recovery capabilities can be effectively implemented during times of disaster.

Because the Town of Fort Myers Beach does not directly manage or control the public safety entities, resources may be limited after an emergency. Depending on the severity and magnitude of the disaster, resources from public safety contractors may augment the daily manpower, and resources from adjacent municipalities may be activated through the Statewide Mutual Aid Agreement. Additional community service/volunteer organizations and private vendors who

contract with the Town may also be called upon to provide disaster-related services.

b. Emergency Manager/Emergency Management Team

The Town of Fort Myers Beach will conduct emergency planning activities on an ongoing basis to ensure that the Comprehensive Emergency Management Plan and all supporting procedures are maintained, and employees and contractors are trained. NIMS requires that the emergency response capabilities be evaluated on an ongoing basis, as well as after each exercise and/or actual emergency.

In compliance with NIMS, the Town of Fort Myers Beach has designated the Town Manager as the Emergency Manager who is responsible for the planning, training, exercise, and maintenance of the improvement program needed to ensure the Town is ready to respond to emergencies.

The Town EM is responsible for the oversight of all preparedness activities including the development of policies, plans, procedures, training, and exercises. The EM is responsible for guiding the emergency preparedness program which includes the following components: emergency facilities, planning, procedure development, training and exercises.

The Town of Fort Myers Beach has identified an ***Emergency Management Team*** (FMB EMT) that is responsible for coordinating disaster response and recovery activities. The Emergency Management Team of the Town of Fort Myers Beach includes the following personnel: Town Manager, Town Attorney, Public Works Director, Community Development Director, Finance Director, Public Information Officer, Water Utility Manager, Cultural, Parks, and Recreation Director, and the Building Official.

Additionally, the EMC may invite a wide-range of subject matter experts from agencies and organizations to advise the Emergency Management Team. These persons shall be known as "Agency Representatives." Agency representatives may include, but are not limited to, LCSO FMB unit Police Captain, FMBFCD Fire Chief, Fire Marshall, and Fire Administrator, Lee County School District, Lee Memorial Health System, Lee County Animal Services, Lee County Parks Dept., Lee County Public Works Dept., American Red Cross, U.S. Coast Guard, Florida Power and Light, CERT, and Lee County Emergency Management.

These individuals review emergency standard operations procedures (SOPs) and assure that all available resources, personnel and partner agencies are considered in the implementation of the Town's preparedness program to all hazards. The Emergency Management Team is responsible for the following:

Establish emergency operations plans and protocols including public communications and awareness.

Establish the standards, guidelines and protocols necessary to promote interoperability among jurisdictions, agencies and organizations.

Adopt standards, guidelines and protocols for providing resources to requesting organizations, including protocols of the emergency organization in supporting incident operations conducted by the municipality.

Set priorities for resources and other requirements for supporting field operations.

Ensure participation in Lee County's multi-agency coordination mechanisms, including the County Emergency Operations Center, mutual-aid agreements, incident information system, non-governmental organization and private sector outreach, public awareness and information system and mechanisms to deal with information and operations security.

c. Coordination of Preparedness Activities

The preparedness program aims to ensure that individuals, departments, agencies and organizations with an assigned responsibility in the plan can perform their responsibilities under this plan. The Town of Fort Myers Beach is committed to achieving an integrated, unified approach to preparedness through the participation in meetings, programs, training, and exercises. The Town will also actively participate in numerous countywide and regional emergency preparedness organizations including the Local Mitigation Strategy Committee and the Disaster Advisory Council which ensures effective coordination for all hazards and uniformity of response protocols.

d. Training

The Town ensures that all individuals with assigned roles and responsibilities in the plan have received necessary and required training. The Federal Emergency Management Agency now mandates NIMS related training courses for each key emergency management position. Individuals assigned to one of these positions will be required to complete the FEMA-required training courses. The Town Manager is responsible for ensuring that all employees receive training in compliance with the National Incident Management System. Training will also be conducted to ensure that individuals assigned to key roles in the Town's EOC can perform their responsibilities. The EMC will work in concert with Lee County Emergency Management on available training opportunities. The Town will participate in exercises that are countywide, regional or statewide as resources are available. Upon invitation, the Town may also participate in exercises sponsored by other jurisdictions.

e. Storage and Management of Training and Certification Records

As emails noting successful completion of NIMS courses are sent from the Emergency Management Institute (EMI), they should be forwarded to the EMC. The original certificates are held in the Town Clerk's office. As training is completed, it is noted on an electronic spreadsheet maintained by the Town Clerk.

NIMS requires that response personnel and equipment be classified as to their emergency response capabilities, as well as certified or licensed appropriately

when necessary. The EMC will ensure that all response personnel maintain appropriate credentials to perform their assigned duty and resources are classified accordingly.

The Town Clerk will store, archive and act as the records custodian for the training records, classifications, certifications and all other information relevant to emergency management/disaster related training for its staff and contractors.

f. Responsibility for Evaluations and Plan Revisions

The EMC is responsible for managing the Town's after-action evaluation program including scheduling evaluations, facilitating the involvement of all appropriate organizations, preparing the required written reports, and ensuring that identified corrective actions are incorporated into the Town's preparedness improvement plan.

The Town will participate in after-action reports prepared by County, State or Federal agencies, when requested. The Town EMC will be the point of contact for Lee County for participation in countywide after-action evaluations. The findings of this evaluation are used to prepare and implement an improvement plan that assigns responsibility for correcting problems or addressing shortcomings in the Town's response capabilities.

g. Yearly Test Warning Systems

Utilities and Public Works have access/knowledge on use of system along with the Town's Communications Coordinator and are responsible for ensuring that the CodeRed system is tested once per year prior to the start of Hurricane Season on June 1st.

h. Pre-emergency Public Information and Education

The Town of Fort Myers Beach maintains an emergency preparedness public information program. The Town Clerk's department is responsible for updating the Town's website to ensure that emergency preparedness information is maintained.

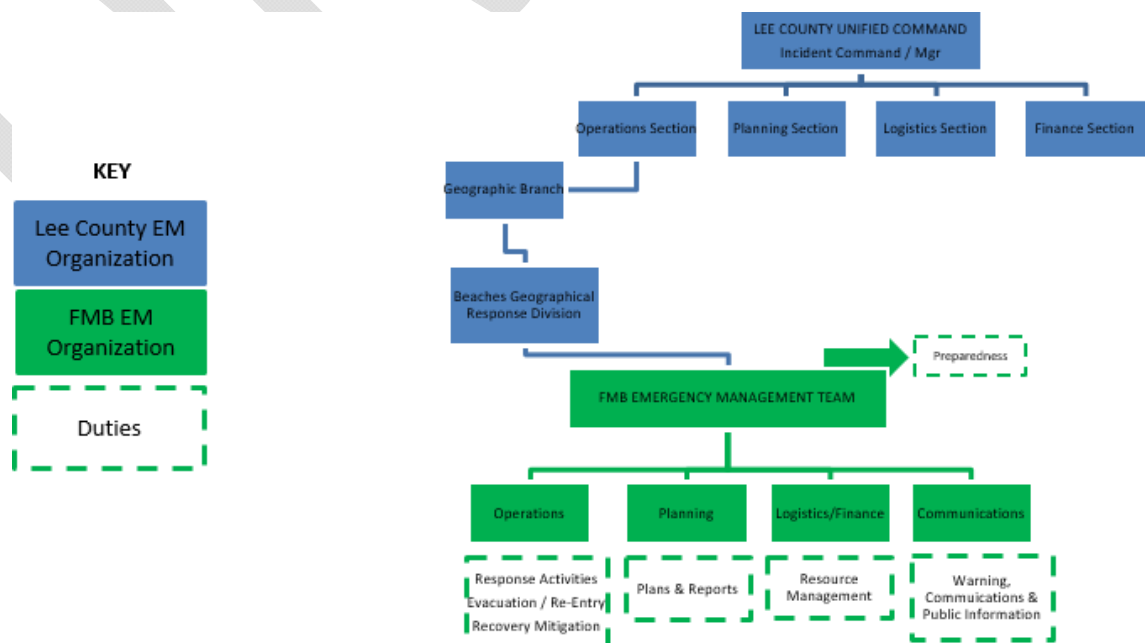
Public information about emergencies is currently disseminated to residents via a variety of means including posting articles on the homepage of the Town website, sending texts and emails to website subscribers, social media, local media, brochures (i.e. the All Hazards Guide) developed by Lee County and available at Town Hall,, the CodeRed emergency alert system, door to door handouts, information boards in public areas, and direct mailings as required or necessary. The established Town website at www.fmbgov.com provides ongoing preparedness and disaster and flood-related information. General Citizen Preparedness guidance and the Lee County EOC website provides guidance on preparing a family emergency plan at: <http://www.leegov.com/publicsafety/emergencymanagement/plan>

IV. EMERGENCY OPERATIONS

a. Coordination of Town Emergency Response Operations

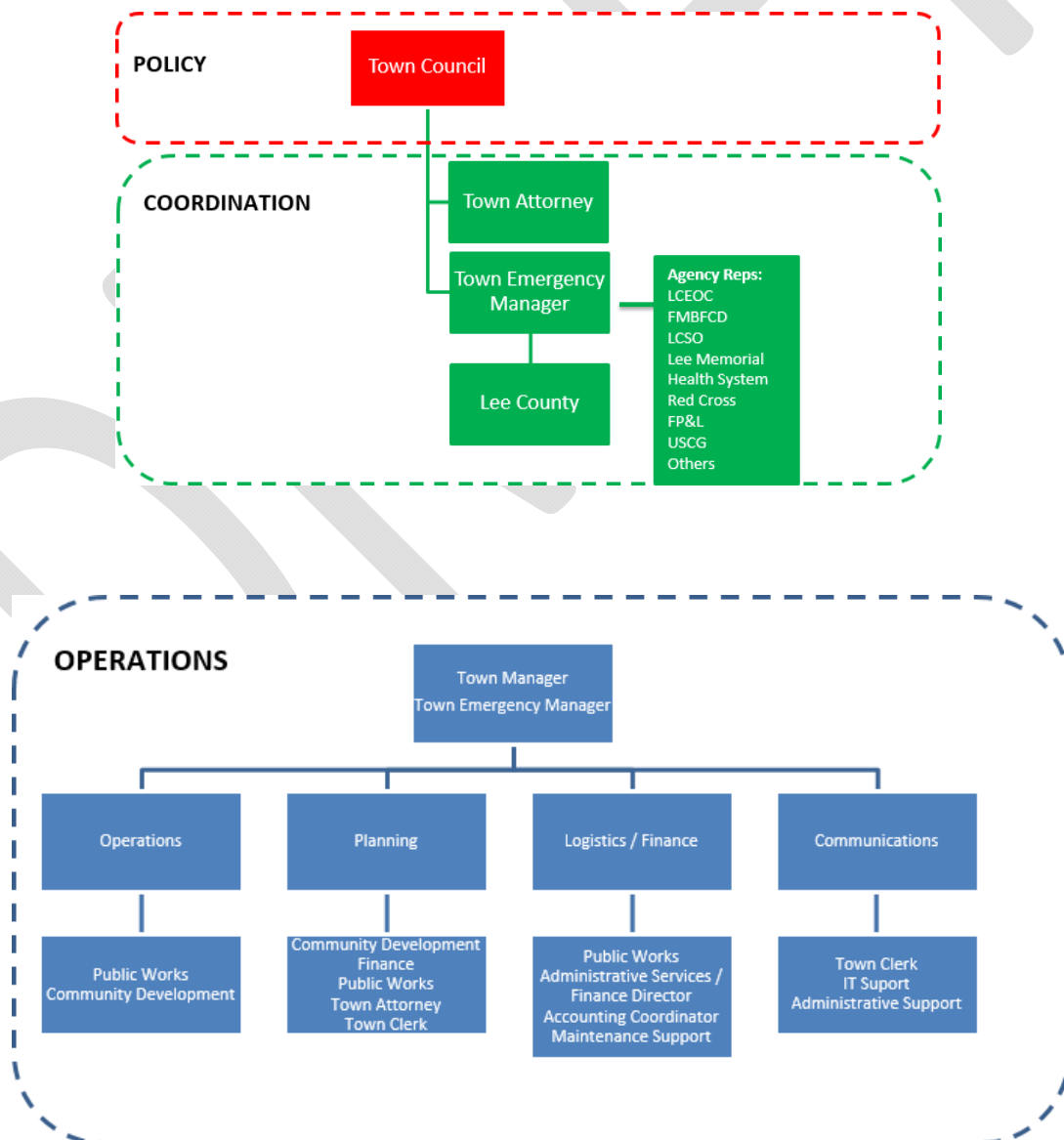
The magnitude of emergency management actions coordinated between the Town of Fort Myers Beach and Lee County will vary upon the size and nature of an emergency. As outlined in the Lee County Comprehensive Emergency Management Plan (CEMP), during a major disaster within Lee County, to include incidents on Fort Myers Beach, an Incident Commander directs all county response efforts from a Unified Command (Lee County EOC). The organizational chart below depicts the placement of the Town's emergency management organization within the Lee County Unified Command. Due to the Town's limited resources and staff, the Town's emergency management organization will integrate fully into the Lee County emergency management organization through the Beaches Geographical Division. **Note: Evacuation/Re-Entry will be coordinated with LCSO and subject to change based on the needs of the incident.**

The Town Emergency Manager will designate pre-determined liaisons to the Lee County EOC. During a major disaster, the Town's Emergency Management Team will represent island interests in the Lee County Unified Command, recommend policy and provide feedback to the Town Council and up the chain of command at the Lee County EOC. Specifically, the Town Manager participates in the Unified Command to represent Town interests in the decision-making process regarding goals and objectives and the allocation of scarce, critical resources. The Town's greater Emergency Management Team will execute operational actions as directed by the Unified Command. The following chart depicts the structure:



In the case of *purely local emergencies*, a local Incident Commander (typically LCSO, FMBFCD or other first responder) will direct activities. Management of activities will be at the field level as close to the incident as possible. In these incidences, the Town Emergency Manager and Emergency Management Team will be responsible for fulfilling any unmet needs and forwarding requests the Town is unable to fulfill to Lee County officials. A local incident command and the Town Emergency Management Team may use portions of the CEMP to support response to localized incidents. The CEMP may be partially or fully implemented in the context of any emergency or potential threat of emergency.

The following graphic depicts the organization and responsibilities of Town's Emergency Management Team. Generally, there are three levels of responsibility: Policy, Coordination, and Operations:



Policy: The Town Council serves as the policy-making element for the Town's Emergency Management Team. The day-to-day duties of the Town Council pursuant to emergency management include: establishing policies for emergency operations, focusing on the economic, political, legal, and social implications of those programs and policies; approving Mutual Aid Agreements, standby contracts and all other resource management and preparedness activities; and reviewing the CEMP every four years, or more frequently as necessary, and approving revisions, and updates. During emergency situations, the Town Council is responsible for formulating policies as necessary to respond to the emergency and supporting the Town's Emergency Manager and staff with agreements and contracts as requested. During an emergency, the Town Council DOES NOT manage first responders. The Incident Command directs the activities of first responders.

Coordination: The Town Manager and maintain coordination among members of the Town's Emergency Management Team, the Town Council, the Director of Lee County Emergency Management and the agencies directly involved in emergency operations on Fort Myers Beach, i.e. Agency Representatives.

Operations: The day to day duty of the Town's Emergency Management Team is to provide guidance to the Town Council on emergency management and program activities. Upon implementation of the CEMP, the Town's Emergency Management Team is responsible for providing: broad guidance and direction regarding emergency management activities, situational assessment, coordination and liaison vertically and horizontally (i.e. within the Lee County emergency management organization and to agencies involved in emergency operations on Fort Myers Beach); emergency response objectives and priorities; and necessary resource acquisition and management.

i. Coordination with Private Sector Emergency Operations

In accordance with NIMS, the State CEMP, and Lee County CEMP, the Town of Fort Myers Beach coordinates primarily through the Lee County Emergency Operations Center to determine the status of public and private utilities as well as other vital private sector service organizations including Emergency Support Functions (ESF) 2 Communications, ESF 8 Health and Medical Care, and ESF 12 Utilities. The Town will maintain a municipal liaison(s) at the Lee County Emergency Operations Center to monitor and coordinate emergency response and recovery activities affecting the Town.

b. Normal Organization and Staffing

The Town of Fort Myers Beach, by its Charter, has a Council-Manager form of government. The Town Manager is the Chief Executive and Administrative Officer responsible for the execution and administration of the affairs of the Town. The Town employs full-time, part-time, and seasonal staff. Key staff in the Town's organizational structure include: **Town Manager, Town Attorney, Town Clerk, Finance, Public Works, Community Development, Utilities , and Cultural Parks and Recreation.**

Additionally, many services are contracted for with public and private providers, with the following being the primary service providers:

Fire Protection & Emergency Medical Services: Fort Myers Beach Fire Control District

Law Enforcement: Lee County Sheriff's Office

Solid Waste & Recycling: Waste Management; Wastewater & Sewage Treatment: Lee County

c. Emergency Management Functions and Responsibilities

This plan is based upon the concept that the emergency functions for the various groups involved in emergency operations will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases. The day-to-day functions, which do not contribute directly to the emergency response, may be suspended for the duration of the emergency. The efforts that would normally be required for those functions will be redirected to the accomplishment of emergency tasks by the departments concerned.

Town departments performing essential functions will be required to remain on duty during the period of some emergencies. Personnel from other departments may be needed to supplement essential functions - Emergency Support Functions (ESFs). This decision will be made by the Town Manager.

A list of the ESFs along with the primary and support agencies can be found on the following page:

Emergency Support Functions & Responsible Departments/Agencies/Organizations			
ESF #	Function	Primary	Support
ESF 1	Transportation	LCDOT <i>in coordination with Public Works</i>	FMBF CD LCSO
ESF 2	Communications	LCEOC	FMBF CD LCSO Town Clerk/PI O IT Public Works
ESF 3	Public Works	Public Works	LCEOC
ESF 4	Fire	FMBFCD	LCSO
ESF 5	Information & Planning	Community Development	
ESF 6	Mass Care	LCEOC	FMBFCD LCSO
ESF 7	Resources Support	Finance	LCEOC
ESF 8	Health & Medical	FMBFCD	LCEOC
ESF 9	Search & Rescue	FMBFCD	LCSO
ESF 10	Hazardous Material	FMBFCD	LCSO
ESF 11	Food & Water	<i>Finance in coordination with Lee EOC</i>	FMBFCD
ESF 12	Utilities	FPL, Lee Co Sewer, others <i>via Lee EOC</i>	Public Works Water Utility
ESF 13	Military	FL National Guard <i>via Lee EOC</i>	
ESF 14	Public Information	Public Information Officer	FMBF CD LCSO
ESF 15	Volunteers & Donations	Chamber of Commerce	FMBFCD LCSO
ESF 16	Law Enforcement	LCSO	
ESF 17	Veterinary Services	Lee County Animal Control <i>via Lee EOC</i>	
ESF 18	Business & Industry	Chamber of Commerce	ALL

All departments, including those with functions declared nonessential to emergency operations, will secure their facilities, records, and equipment against possible loss or damage, and take such action as is necessary to ensure the safety of assigned personnel. All Town personnel shall provide contact information to their Department heads and receive direction for return to work prior to being released from duty.

The Town Manager/Emergency Manager will advise Department Directors when an emergency no longer exists. All employees, who were sent home, will return to work immediately upon notification from their Department Director or his/her designee that the emergency is lifted, and that the Town is returning to normal operations. Employees are **required** to maintain contact with their supervisors during these times.

The Town Emergency Manager will direct efforts to develop and maintain SOPs related to each position on the emergency management team. The procedures will follow as closely as possible the duties and responsibilities identified in this plan.

d. Fort Myers Beach EOC

The Town of Fort Myers Beach does not have its own EOC. Should an EOC activation be required, emergency functions will be coordinated with and through the Lee County EOC.

e. Implementation of the CEMP

The Fort Myers Beach CEMP will be implemented when the Town Council passes a proclamation declaring a “state of local emergency” described in Chapter 12 of the Code of Ordinances of the Town of Fort Myers Beach, Florida. A state of local emergency also provides the authority for the use of supplies, equipment, materials and facilities identified in the CEMP. The Town Emergency Manager will notify all relevant persons, agencies, jurisdictions, and organizations when the CEMP is implemented. The Fort Myers Beach CEMP can be partially or fully implemented in the context of any emergency or potential threat of emergency, thus allowing the delivery of specific resources to meet whatever the need may be. In many serious but purely local emergency situations, the full implementation of this plan may not be necessary.

f. Alert Levels & EOC Activation

The Lee County Emergency Operations Center (EOC) is the focal point for coordination of emergency response and recovery activities throughout Fort Myers Beach. When activated for an emergency, the EOC is staffed with key personnel from first responder agencies, emergency relief organizations, utility companies, media and other essential agencies. The EOC operates at one of three Activation Levels:

i. Monitoring - Level Three (3)

Day-to-day operations with routine staffing and office hours. Off-hours emergency coverage is provided by “on call” teams.

j. Partial Activation - Level Two (2)

Some, but not all, EOC elements are activated. This may include additional staff and extended work hours.

k. Full Activation - Level One (1)

Provides round-the-clock staffing and services during an actual or pending emergency. A Full Activation is typically accompanied by a State of Local Emergency declared by the Board of County Commissioners.

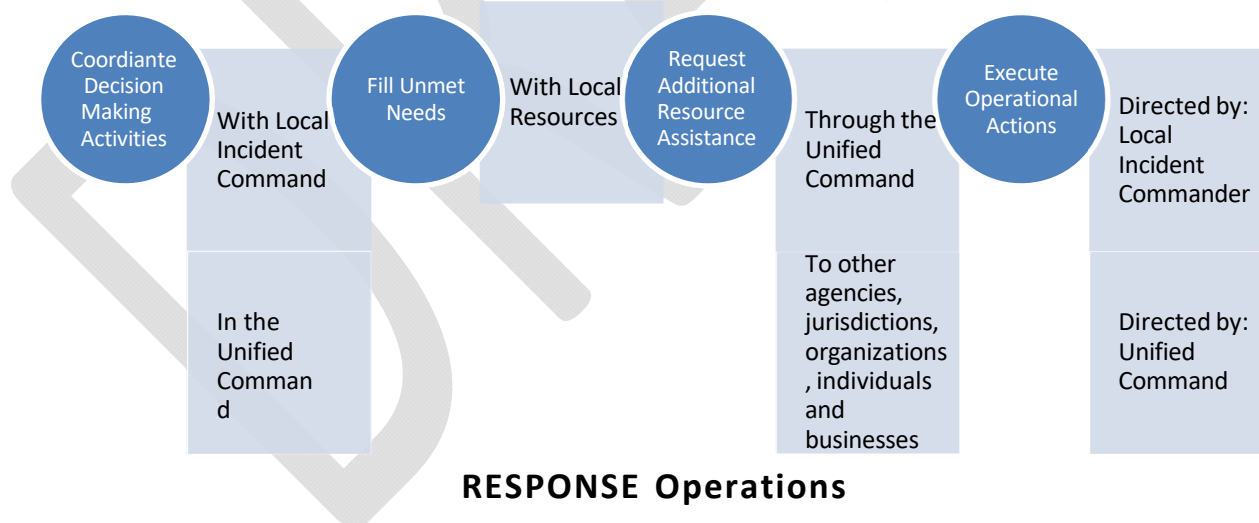
In a sudden emergency event, such as a tornado, terrorist attack, or major aircraft incident, the Incident Commander may direct the EOC be activated immediately and coordinate the notification of senior officials as the situation dictates.

When the EOC is activated, the Town Manager, serving as the Emergency Manager, will direct the staffing of the EOC as required by the incident. Town Departments will be prepared to provide trained personnel to staff the EOC in accordance with the organizational chart provided at the beginning of this section.

V. RESPONSE

The Town's CEMP provides a detailed implementation procedure to guide activation and operations. The primary duties of the Town's Emergency Management Team during Response operations are summarized by the following graphic:

Primary Duties of the FMB Emergency Management Team during



The activities of the Response Phase of an emergency will focus on aiding those affected as quickly and robustly as possible. Response begins when the emergency is imminent and continues immediately after an incident occurs, therefore, response activities may overlap with preparedness, recovery and mitigation activities addressed in this CEMP.

Response Phase of an emergency:



a. Alert & Notification

1. Event Recognition and Alert/Warning System Activation

The National Weather Service, State of Florida and the Lee County Warning Point are the central locations for the collection and dissemination of early warnings and threats which are monitored at various levels of government. For any event in which advanced warning is available, there is an opportunity to prepare the response system and the community members to take protective actions in advance of the disaster.

The Lee County EOC is designated as the official Warning Point for the Town of Fort Myers Beach. Notifications of watches, warnings, or the occurrence of significant events will be received at the Warning Point through the Lee County EOC. Bulletins and advisories from the National Weather Service are received via the Emergency Satellite Communications (ESATCOM), Weather Service Satellite System, and the E911 System, radio, telephone, and municipal Public Safety Answering Points (PSAPs).

In serious, but purely local (FMB) emergencies, the Town Manager has the authority to order the activation of any warning system deemed appropriate at any time of day or night, as does local Incident Command, representing the LCSO or FMBFCD. During weather-related incidents, the Town Emergency Manager will coordinate with the Lee County EOC prior to activating the warning system. If needed, staff from the Lee County Beaches Geographical Response Division can be used to help disseminate warning information.

The following significant incidents warrant activation of the alert and warning system and notification to the Town Manager:

- Any incident that may require a substantial evacuation and/or relocation of a given area
- Any event posing a potential threat for a mass casualty incident
- Any weather-related watch or warning advisory which threatens life and/or property
- Formation of tropical weather systems that threaten SW Florida
- Any incident that closes or significantly blocks major roadways impacting the Town
- Any large or multiple structure fires
- Any prolonged shutdown of public utilities
- Any event posing a major environmental threat to Fort Myers Beach
- Any potential or actual act of terrorism affecting or potentially affecting Fort Myers Beach

All warnings for hurricanes or weather-related events will be coordinated by the Town's PIO with the Lee County PIO so as not to issue conflicting messages. The Town's CodeRed emergency notification system will be activated and the Town PIO will send a press release or statement to local media.

Additionally, first responders may go street-by-street and to the beaches and other outdoors areas as necessary with a message approved by the local IC or UC explaining the situation and actions to take related to the emergency. The Community Emergency Response Team (CERT) volunteer group or trained volunteers may also be used to notify the public. The Town PIO may also request the US Coast Guard to use the Marine Band channel to provide pertinent information on local marine conditions during all phases of an emergency affecting the Town.

When the alert and warning system is activated the Town Manager in consultation with the Emergency Management Team and Agency Representatives will determine the necessity of requesting the Town Council pass a proclamation declaring a local state of emergency thereby activating the CEMP.

2. Initial Field Response Actions

The Incident Command System will be used to manage and coordinate field response operations. The incident may be controlled by local emergency responders (LCSO / FMBFCD) or with other agencies through the mutual aid system. If the resources available at the field response level are not sufficient to mitigate the situation, the Incident Commander may request, through appropriate channels, that the Lee County EOC be activated to support the field operations.

Response to an incident by single discipline agencies (i.e. fire, law enforcement, EMS) will utilize a single Incident Commander (IC) within the ICS structure. As the incident progresses to include multiple jurisdictions and disciplines, the Lee County EOC will serve as a Unified Command (UC) and the Town of Fort Myers Beach will assume its position within the Lee County EOC Unified Command as depicted in Section IV of this plan.

During a single discipline response to an incident, the first on-scene emergency responder with management responsibilities will take the necessary steps to establish an Incident Command Post (ICP), report a scene size-up, activate the appropriate ICS organizational elements required for incident management, delegate authority within the ICS organizational structure, and develop incident objectives on which subsequent incident action planning will be based.

The Incident Commander or designee shall:

- Verify that the notification of all responding organizations was successfully implemented.
- Ensure full operational capability of the Town's equipment, communication

systems, information tracking systems and supplies.

- Verify rosters, equipment and vendor inventory procedures are up to date.
- Establish communication with Lee County Emergency Operations Center, field command posts, emergency organizations, and other activated emergency facilities.
- Deploy liaison to the Lee County EOC and other vital response sites such as staging areas.
- Place additional public and private sector resources and personnel on stand-by.
- Obtain incident status information, potential impact on persons and property, deployed resources and personnel, damaged infrastructure, and other important information.
- Coordinate information with responding units and the Lee County EOC.
- Determine the need and implement procedures to declare a State of Emergency and notify the Lee County EOC.
- Verify all resources are on stand-by to conduct a "rapid impact assessment" to define the impact of the event, prioritize operations and coordinate the information with the Lee County Emergency Operations Center.
- Prepare and distribute an initial action plan (IAP) to prioritize and control the Town's response operations for the initial operational period. Managing response operations through an IAP is a NIMS requirement.

3. Activation of the Lee County EOC

Numerous conditions may warrant activation of the EOC prior to an event, during an event or once an incident has already occurred. When an emergency or disaster event threatens the Lee County EOC has been activated, the Town Manager will consider the need to activate the Town's CEMP.

Depending on the magnitude and complexity of the event, for any level of activation, the Town Manager may direct personnel to activate and deploy one or more individuals to the EOC to initiate operations. When determining which elements of the plan to activate, the Town Manager will consider potential resource needs, community impact, and public safety. Depending on the scale of the event, the Town Manager could activate Early Alert IMT (EA-IMT) contractual entities to assist Town staff with management of the incident. The EA-IMT will work beside the Town EMT until it is determined by the Town Manager the incident can be managed by Town staff.

Various natural disasters and terrorism threats may allow for advanced warning either through monitoring systems or through verbal notification. The Town Manager, in coordination with the public safety organizations, will evaluate the advance threat conditions and determine if EOC activation is warranted.

If multiple scenes are developing throughout the jurisdiction, which cannot be adequately coordinated from a single field command post, the Town Manager may fully or partially activate the Emergency Management Team (FMB EMT).

4. Levels of Disasters

Per Florida Statutes 252.34, disasters are classified as follows:

- **Minor Disaster:** A disaster that is likely to be within the response capabilities of local government and results in only minimal need for State or Federal assistance.
- **Major Disaster:** A disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance. The Federal Emergency Management Agency will be notified and potential Federal assistance will be predominantly recovery oriented.
- **Catastrophic Disaster:** A disaster that will require massive State and Federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery needs.

5. EOC Operational Duties

ACTIONS	RESPONSIBLE AGENT
1. Alert EOC staff and Agency Representatives	Incident Commander and/or Town Emergency Manager (EM)
2. Activate special communication equipment, support equipment and facilities	Public Works Director
3. Institute a message flow system	Town Emergency Manager
4. Brief EOC staff on the situation	Incident Commander and/or Town EM
5. Prepare a staff work schedule	Town Emergency Manager
6. Provide staff necessities	Public Works Director / Finance Director
7. Control access to the EOC	Public Works Director
8. Initiate reporting procedures	Town Emergency Manager
9. Deal with the media	Incident Commander / Town EM & PIO
10. Control rumors	Incident Commander / Town EM & PIO
11. Disseminate public communications	PIO

b. Protect Citizens & Property

Disaster response is related to providing services as security, fire protection, protection from hazardous materials, emergency medical care, decontamination, fatality management, search and rescue, and evacuation from the disaster area. The primary concern is for the life-safety of the residents, immediate treatment of those who may be injured, and the proper disposition of fatalities. Closely associated with this are measures to secure property and prevent further damage.

In a serious, but purely local emergency, the local IC will direct life-saving and life-sustaining activities and may request assistance from Town officials. In a major

disaster, life-saving and life-sustaining activities throughout Lee County will be directed by the Unified Command at the Lee EOC. The UC will establish priorities and allocate resources. Within the UC, the FMB EMT, will execute operational actions, coordinate decision-making activities, fill unmet needs and request resources to save and sustain lives on Fort Myers Beach. The Town emergency management team will provide local resources as available.

c. Situational Awareness

Situational awareness, also known as a common operating picture (COP), is the provision of timely and accurate information during an emergency. It is the lifeblood of emergency management. Without it, good decision-making is much more difficult, and efficient and effective response and recovery activities can be impaired. Situational awareness requires continual monitoring, verification, and the integration of essential elements of information.

1. Gathering Situational Awareness

In a serious, but purely local emergency, the Town's EM will coordinate with the local IC to ensure that essential elements of information (EEI) are collected, analyzed and disseminated. This will create a COP that allows decision-makers to anticipate requirements, allocate resources, and engage in pro-active planning. The FMB EM will coordinate this process. Rapid collection of information should be linked to 1) saving and sustaining lives, and 2) identifying immediate safety and security hazards.

A rapid analysis of information prior to or following an emergency will enable Town officials to 1) prioritize actions, 2) allocate resources, and 3) request additional resources from Mutual Aid partners, adjacent jurisdictions, other entities and organizations, Lee County, the state and/or Federal agencies.

The collection of information should initially focus on data related to:

- Evacuation, if required.
- Search and rescue efforts, if required.
- Status of critical infrastructure: with emphasis on utilities, communications systems, fuel, food and water supplies.
- Status of critical facilities: fire station(s), water and sewer distribution facilities.
- Continued risks and/or potential cascading effects (those that might occur because of the initial emergency).
- Numbers of displaced residents (if applicable) and the extent of damage.

In major emergencies or those that require the evacuation of the Island, the UC at the Lee EOC will direct the collection of information to assess, monitor, and

mitigate the incident. Personnel within the Beaches Geographical Response Division will be assigned specific information-collection tasks. Elements within the Division will be assigned to direct and/or coordinate search and rescue, debris clearance, damage assessment, food and medical service, and logistics support tasks. The Town EMT will participate in gathering information as directed by the Beaches Geographical Response Division.

2. Reporting Situational Awareness

Minor Emergencies. In a serious but purely local emergency, the local IC will continuously monitor the situation and provide situation updates to the PIO of his/her agency. Local updates to the media and residents will come from the PIO of the agency responsible for mitigating the emergency. The type of incident determines the responsible Agency.

Major Emergencies. Critical information regarding the status of residents, infrastructure and services on Fort Myers Beach following a major disaster will be passed through established reporting channels within the UC at the Lee EOC. The FMB EM will direct FMB EMT reporting activities through the Beaches Geographical Response Division in accordance with established protocols. Based on an analysis of the situation, the Town PIO will disseminate information.

3. Monitoring Situational Awareness

Minor Emergencies. The Local IC is responsible for the continued assessment of any emergency to protect residents and property. The *FMB EM* will assist in this effort as requested by the Local Incident Commander.

Major Disasters. An Information Collection Plan (ICP) established within the UC provides the mechanism for continually gathering and monitoring situational awareness. The FMB EM will comply with the ICP in accordance with procedures established by the UC. During a major disaster, the UC PIO will continuously assess, respond, and inform local authorities and the public of what actions have been taken, what needs to be done, and how this is to be accomplished. The Town PIO may be requested to help in this effort.

4. Acting on Situational Awareness

The key to directing response activities is situational awareness. Providing information upward and guidance downward is the key to situational awareness.

Once information has been gathered and analyzed, it should be reported and turned into 'actionable tasks.' Tasks are then assigned to an operations element to be completed. The Town EMT will act on situational awareness as directed by the UC in a major disaster or requested by the Local IC in a serious but purely local emergency.

d. Incident Action Planning

During major disaster response operations, the UC will use the Incident Action Planning (IAP) process to assess and direct activities.

1. The Incident Action Planning Cycle

For each emergency, whether purely local or a major disaster directed by a Unified Command, the incident action planning cycle may be used to develop an Incident Action Plan (IAP) to:

- Identify incident objectives for each operational period.
- Provide details of specific actionable tasks (tactical activities).
- Furnish supporting information.

An IAP identifies this information for each operational period. The operational period in an emergency is typically 24-hours and will be established by the local IC or the UC as applicable. The primary focus of incident action planning is on actionable tasks related to providing specific resources to mitigate an emergency. Assistance and support in emergency situations must be managed, coordinated and delivered in the most timely way. This is accomplished in a series of meetings and briefings throughout an operational period. The product of the planning cycle is an IAP.

In a major disaster, when the Town EMT is activated within the Beaches Geographical Response Division, the team will:

- Participate in the incident action planning cycle as directed by the Division. The schedule of meetings and briefings will be established by the UC.
- Coordinate decision-making activities and requests for resources through the Division.
- Be tasked with executing actions and supporting response and recovery operations as directed by the Division.

The Town EM will direct the activities of the FMB EMT in compliance with the UC IAP.

In a serious, but purely local emergency, the local IC will initiate the IAP cycle.

Along with staff from their agency, the IC may request the Town EMT to participate in the process. The FMB EM is responsible for directing the FMB EMT in how the IAP process works and what is expected of them. **In localized emergencies, the need for written plans will be based on incident requirements and the decision of the local Incident Commander.*

Initial Response: The incident action planning process begins when a threat to Fort Myers Beach is identified or during the initial response to a “no-notice” event. Town officials will immediately monitor, collect and review essential elements of information related to the event. The Town Council may declare a state of emergency and activate the CEMP or portions of the CEMP.

The FMB EMT team will conduct an initial assessment of the situation to determine priorities and develop potential organization resource needs and facilities. The FMB EM will contact the Lee County Emergency Management Director, adjacent jurisdictions and develop preliminary response plans.



If an event or situation warrants advance emergency planning such as July Fourth celebrations or the annual Island Shrimp Festival, the FMB EM will hold a meeting with the FMB EMT to set objectives related to preparations and possible response.

Objectives
should be
clearly
stated

In a serious, but purely local emergency, incident objectives will be established by the local IC. Depending upon the nature and complexity of the incident, the FMB EM will coordinate with the local IC regarding the objectives and brief the FMB EMT.

Develop
Incident
Objectives

In a major disaster, objectives will be set by the Unified Commander. As part of the UC, the FMB EMT will be briefed on the objectives.

Conduct
initial
briefing

Immediately following any emergency, the local IC or UC will conduct an initial incident briefing. Following that briefing, the FMB EM will conduct a briefing with the Town EMT.

Facilitator: FMB EM

Participants: EMT Senior Leadership (Directors)

Agenda: The briefing should include

1. Identifying the local IC and lead agency in a purely local emergency
2. Identifying the organizational structure and staffing of the UC if the incident is a major disaster.
3. If support to the local IC is requested or if the UC is established in accordance with the Lee County CEMP, *the FMB EM will:*

- Brief the FMB EMT on the objectives and strategies for accomplishing the objectives
- Identify high priority activities
- Set expectations for the team
- Identify available resources and resources to order and ordering procedures
- Describe significant actions already taken
- Review roles and responsibilities
- Establish meeting and planning schedule
- Discuss public information strategies
- Review financial agreements and procedures
- Discuss safety and security concern

Prepare
Operations
Plans

Local Incidents: When requested by the local IC, members of the FMB EMT will help to identify and develop actionable tasks and resource assignments to accomplish incident objectives.

In a Major Disaster: If requested, the FMB EM/EMT members will participate in the development of operations plans as part of the UC.

Facilitator: Public Works Director

Participants: Community Development Director, others as assigned

Operations plans will be developed that:

- Identify and develop tasks to accomplish incident objectives.
- Assign resources.
- Identify additional resource requirements.

Hold
Operations
Tactics
Meeting

In this phase of the IAP cycle, activities related to accomplishing incident objectives are finalized.

Facilitator: Public Works Director

Participants: FMB EM and EMT Senior Leadership (Directors)

Agenda: The participants will

- Review the incident objectives.
- Review actionable tasks and assignments.
- Ensure the tasks are complete, clear, concise and accurate.
- Review the resources needed to carry out the tasks.
- Assign any additional available resources.
- Identify logistical capabilities and other support needs such as communications, traffic, and medical needs.
- Identify and discuss support agency and organization needs and limits.
- Identify all facility locations

Finalize
Operations
Plans

In this phase of the cycle, actionable tasks for each operational element are finalized. Tasks are incorporated into specific operation plans as part of the IAP based on the results of the tactics meeting

Conduct
Planning
Meeting

In this phase of the cycle operation plans are reviewed, adjusted and approved.

Facilitator: FMB EM

Participants: FMB EM and EMT Senior Leadership (Directors)

Agenda: The participants will

- Update the current situation (FMB EM)
- Review the incident objectives (FMB EM)
- Review the draft operation plans (Public Works Director)
- Ensure draft operation plans meet incident objectives (FMB EM)
- Review any open actionable tasks (FMB EM)
- Solicit feedback (FMB EM)
- Obtain consensus to support operation plans (FMB EM)

Prepare
and
Approve
IAP

Immediately following the planning meeting, the FMB EM will publish the IAP for the next operational period. Supporting plans and documents that provide important information may be attached to the IAP such as a Communications Plan prepared by FMB PIO.

Conduct
Operations
Briefing

Following the approval of the IAP, all operational response elements directed by the local IC or the UC will be briefed to execute and support the Plan.

Facilitator: Public Works Director

Participants: FMB EM and Senior FMB EMT members (Directors)

Agenda: The participants will

- Review the incident objectives. (Public Works Director)
- Review the current situation. (FMB EM)
- Review the task and assignment lists. (Public Works Director)
- Review all additional plans in the IAP (others as appropriate)

Execute
IAP

In response to any emergency, operational elements are authorized to adjust the IAP and reallocate resources to adapt to changing conditions during an operational period. Adjustments must be coordinated with the local IC or UC.

Assess
Progress

An important aspect of beginning the next incident action planning cycle is assessing work progress to date. In any emergency, all operational elements need to regularly assess work progress against current operations identified in the IAP and address deficiencies for the next operational period.

An Incident Action Plan is generally composed of specific forms whose purpose is as follows:

- List incident objectives as established by the local IC or UC. Objectives are short-term aims that must be achieved within a very specific period of time to

successfully accomplish the mission of mitigating the emergency. *ICS Form 202 (Incident Objectives) is a template for listing incident objectives.*

- List the organizational elements and personnel assigned to the operation with contact information. *ICS Form 203 (Organization Assignment List) is a template for creating this list.*
- List the assignments for each of the organizational elements within the command for the period covered by the Action Plan. This list includes personnel, locations, resources and work assignments for the elements. *ICS Form 204 (Assignments List) is a template for this list.*
- Describe communications used during the operation to include contact numbers for all facilities, key staff, type of communications equipment and frequencies specific to all elements of the organization. *ICS Form 205 (Communications Plan) is a template for this plan.*
- Identify the medical facilities available during the emergency to include aid stations, transportation arrangements, hospitals, and medical emergency procedures for handling victims. *ICS Form 206 (Medical Plan) is a template for this information.*
- Draw an organization chart of the elements engaged in the emergency. *ICS Form 207 (Organization Chart) is a template for this chart.*
- Other forms as needed, such as a meeting schedule, safety information, evacuation and traffic plans.

A local IC or the UC may choose to use the approved ICS form to develop an IAP. The FMB EM is responsible for ensuring the FMB EMT members are familiar with forms associated with an IAP.

e. Public Welfare

This stage of response focuses on caring for people during and immediately after an emergency. Lee County and service agencies such as the American Red Cross, Salvation Army, and other community agencies identified in this plan who are skilled in feeding, clothing, and sheltering the public will provide these services.

In the aftermath of a disaster, with or without a Presidential Declaration, Lee County may request the State of Florida to deploy specialized teams and establish facilities in the disaster area to assess and address public needs. The teams and facilities may include:

- Community Relations Team: a team to disseminate information and collect data to assist disaster victims and communities in receiving assistance. The primary function of these teams is to identify and report unmet victim needs and to inform victims of the disaster assistance programs and registration process.

- **Unmet Needs Committee:** a committee comprised of volunteer agencies, private sector representatives and government agencies to help identify unmet needs and possible assistance. The FMB EM will respond to a request for staff participation if this committee is established following a disaster affecting residents of Fort Myers Beach.
- **Human Needs Assessment Team:** a team deployed immediately following a disaster to help Lee County assess and report the immediate needs of disaster victims.
- **Advanced Recovery Liaison(s):** pre-incident liaison(s) to conduct initial coordination with Lee County officials and the FMB EMT to assist in the deployment of all Florida teams to aid in recovery efforts.
- **Disaster Recovery Center(s) (DRC):** set up in a disaster area (can be mobile) to provide information on the complete range of disaster assistance to victims. Management of these facilities is the responsibility of the State, FEMA or Lee County. The FMB EMT may assist in the selection of sites for these Center(s). Bay Oaks is the Disaster Recovery Center for the Beaches Division.
- **Reconstruction Information Center(s):** set up as a one-stop information and permitting point for coordination, technical assistance, and reconstruction expertise assistance in recovery and mitigation activities. These Centers will be staffed by personnel with reconstruction and/or permitting responsibilities. The FMB EMT may be asked to assist in establishing these Centers.

f. Damage Assessment

In consultation with the local IC or the UC, the FMB EM will direct and/or coordinate damage assessment following an emergency to determine what is required and in what quantity, as well as priorities for restoration of essential services. Also, getting estimates of the associated costs may be necessary to request outside help if local resources are exhausted. In the aftermath of a major disaster, with or without a Presidential Declaration, Lee County may request the State of Florida to deploy Damage Assessment Teams to conduct, with the aid of local government, assessments of public and private non-profit entities and individual homes and businesses. These assessments quantify the extent of damage and are used to justify Federal assistance. When requested, the FMB EMT should be prepared to support this effort.

1. Damage Assessment Process

- I. The ability of the FMB EMT to perform a rapid assessment accurately and within the first few hours after an emergency is critical to providing an adequate response for life-threatening situations and imminent hazards. Coordinated and timely assessment permits the local IC, UC, and FMB**

EMT to prioritize response activities, allocate scarce resources, and request assistance quickly and accurately.

Phase 1: Initial Impact Assessment

Impact survey activities justify requests for State and Federal assistance and identify the need to implement the Town build-back policy.

The two major components of impact assessment are the Initial Impact Assessment performed by first responders and the Detailed Impact Assessment.

The Initial Impact Assessment, or “windshield” assessment, determines the geographic extent of damage, ingress and egress issues and the status of community infrastructure. The Initial Impact Assessment also identifies the immediate needs of disaster survivors. The Initial Impact Assessment is typically completed within the first 36-72 hours following the disaster. Initial impact assessment data is forwarded to the County Emergency Operations Center (EOC) to determine the need for a Joint State/FEMA Preliminary Damage Assessment (PDA). NOTE: Every effort should be made to use the most current damage assessment criteria as defined by the Florida Division of Emergency Management (FDEM) and FEMA.

The Detailed Impact Assessment is conducted after the Initial Impact Assessment and requires capable Impact Assessment Teams (IAT’s). The composition of the IAT’s will vary depending on the severity, type of damage, and the availability of personnel. The FMB Building Official will form detailed IAT’s from the following groups of personnel:

- FMB Building Inspectors and Plans Examiners, both in-house and private providers, as available
- FMB Code Enforcement Officers
- FMB Community Development Department personnel
- Personnel provided by the State/FEMA support

The Building Official will select a Team Leader for each Team who ensures that Team has the proper forms, maps with identified areas marked, and transportation. These teams are to be identified and trained in advance of the disaster. During this assessment buildings will be photographed, and an ATC-45 Rapid Evaluation Safety Assessment Form, available at the ATCouncil website below, will be completed for each building:

<https://www.atcouncil.org/pdfs/ATC45Rapid.pdf>

The FMB Building Official will supervise this project until survey work is completed for all buildings in FMB:

The primary task of the local IAT’s is to identify, catalogue, and report to the FMB Building Official those structures which have: (1) been destroyed; (2) received major damage; and

(3) received minor damage. The Building Official will then inspect the data generated by the impact survey teams and place each structure into one of the damaged categories.

IAT's shall be properly equipped and trained with GIS and cell phone software. The training should take place prior to the start of hurricane season on June 1st of each year.

Assessing Status of Critical Infrastructure

This portion of an assessment looks at the impact on the community's critical infrastructure and its ability to provide essential services. These services include, but not limited to, water, sewer, electrical distribution, communications and the supportive road network. An assessment of critical infrastructure should be undertaken as soon after a disaster as possible as part of the initial impact assessment and/or the follow-up preliminary damage assessment. The assessment also examines the Town's ability to meet the needs of victims, the status of fire, law enforcement, medical systems, critical facilities, and major resource needs and shortfalls. While the initial assessment may be done during the preliminary damage assessment, it will most likely require subject matter experts to fully assess the amount of damage and needed repairs and or replacement.

g. Infrastructure Restoration

Post disaster restoration involves actions to repair infrastructure and essential services. Among many other tasks, this means restoring utility service, clearing or repairing roads, removing debris from the disaster scene, and possibly shoring up weakened structures. During this stage and to the extent possible:

- Town Hall will resume normal operations, although many staff members will continue post incident recovery and mitigations projects as a priority
- Businesses not severely damaged in the disaster will re-open
- Schools may re-open, as directed by Lee County School Board
- Public transportation may resume, as directed by LeeTran

During this stage, it is quite likely that the FMB EMT will use outside assistance provided by the county, the state or the Federal government. The Town's main goal is to safely and efficiently restore Fort Myers Beach to as near pre-storm conditions as soon as possible. To achieve this, the Town's primary focus is to restore infrastructure.

k. Repair and Reconstruction Activities

Repair and reconstruction activities begin when search and rescue activities are completed. Actions may include making temporary repairs to key facilities and

damaged homes. Permanent repair and reconstruction activities could continue for months or years as residents and businesses receive insurance settlements or Federal disaster loans and grants to rebuild.

I. Debris Clearance Strategy

Clearing debris from roads and streets will be guided by the following priority sequence:

- Emergency access to aid search and rescue operations;
- Roadways linking the Town to Lee County and inter-county traffic;
- Roadways providing access to designated staging areas and distribution centers supporting disaster relief efforts;
- Facilities designated as field command centers for emergency response operations, fire stations and law enforcement stations;
- Roadways under Town maintenance responsibility, and
- Private roadways, including gated communities, within the Town.

Once road clearing operations supporting search and rescue operations, and providing access to designated response/recovery centers are completed, debris clearance will be guided by the following priority sequence:

- Areas with minor damage,
- Areas with major damage,
- Areas with catastrophic damage, and
- Private roadways, including gated communities, within the Town.

Debris will be separated to avoid mixing hazardous materials and hazardous waste with other types of debris. Agencies or organizations contracted to clear, remove and dispose of debris from residential and commercial properties will observe the following collection sequence:

- Priority 1 – Raw Garbage/Food Waste
- Priority 2 – Household Goods/Furniture
- Priority 3 – Yard Waste
- Priority 4 – Construction/Demolition Debris

Debris will be separated into these four (4) general priority classes. Residents and business interests will be instructed to separate debris in this fashion and notified of the established schedule for picking up these four general debris classes.

The Town maintains street cleaning capabilities and maintains a contract for tree removal immediately following first responders on the scene of any emergency. Additional resources may be required. The FMB EM is responsible for the implementation of contract(s) to obtain this equipment. The Town maintains a contracted vendor for debris removal services as needed.

h. Electrical Power, Communications, Water & Waste-water Service Restoration.

The following priorities will generally govern customer power and communication service restoration once damaged electrical transmission systems, substations and distribution systems are restored. ***Note: specific utilities may change restoration efforts based on the incident.***

- Priority 1 - Emergency response and recovery facilities having no emergency power or telephone service (community emergency operations or command centers, response/recovery centers), repairing emergency communication centers and facilities, and designated facilities providing emergency food, water and ice.
- Priority 2 - Water treatment and pumping facilities having no emergency power, fire stations having no emergency power, Staging Areas and Points of Distribution (POD) requiring emergency power.
- Priority 3 - Waste water treatment plants and lift stations, general telephone service, solid waste facilities, fire stations having emergency power, public and private facilities necessary for resource management and distribution activities (government facilities handling emergency purchasing, designated grocery store/restaurant outlets).
- Priority 4 – Areas of FMB with minor damage, and other government facilities.
- Priority 5 – Areas of FMB with major damage.
- Priority 6 – Areas of FMB with catastrophic damage.

The following procedure shall govern water service restoration:

Issue a precautionary boil water notice prior to land fall of the

storm, if necessary, establish emergency water sites as needed.

Revise the boil water notice from precautionary, to a mandatory

Boil water notice, after damage has impacted the system.

Shut down the North and South pumping stations until all leaks are isolated.

Valve off major leak areas.

Identify high damaged areas.

Assess and provide services to meet critical customer needs such as emergency response and recovery facilities.

Establish priorities and repair-damaged facilities in the following order:

Storage Tanks, Pumping stations, distribution mains, service connections.

Re-pressurize the water system in zones as necessary.

Establish water is potable by conducting bacteriological sampling.

The following procedure shall govern wastewater service restoration (Lee County responsibility):

- Assess damages to system: wastewater treatment plants, lift stations,

electrical support systems, to include evaluating the need to take lift stations offline in flooded evacuated areas to avoid damage to property when power is re-established.

- Work with Lee County to determine extent of damaged facilities and re-establish service. Lee County Sewer 239-533-8700
- Re-establish wastewater service as power and water service are restored.

i. Demobilization

Demobilization is the orderly, safe and efficient return of resources used in response to an emergency to its original location and status. Demobilization should begin as soon as possible to facilitate the accountability of resources. The Finance and Public Works Director are responsible for the following actions to ensure efficient demobilization of resources:

- Developing procedures to ensure and validate the safe return of resources to their original locations.
- Developing resource-tracking and accountability processes and ensure applicable reimbursement, to include compliance with Mutual Aid agreements.
- Enforce steps to ensure the safety of responders during demobilization.

j. Emergency Supplies

The Lee County EOC is responsible for coordinating the response to unmet needs. The process to meet the identified needs is first to provide the basics of food, shelter, and clothing. The other needs are evaluated as to fairness, ability to provide service to all who need it, cost, alternative means to meet the need, and so forth. Life-safety issues always take precedence.

Lee County ESF 6 and ESF 15 are responsible for the delivery and provision of supplies and services (food, water, shelter, and clothing) to residents. The Town's EOC will support these efforts by identifying volunteers and donations from area businesses to meet the needs of the residents. The American Red Cross will conduct door-to-door assessments of the areas affected by the event to identify residents' unmet needs. Other unmet needs reported to the Town EOC should be tracked and forwarded to the Lee County ESF 6 and the American Red Cross.

k. Emergency Facilities

1. Points of Distribution – Cultural, Parks and Recreation

The Town may operate Points of Distribution (PODs) at the locations determined by the Town Manager/Incident Commander or Unified Command based on the needs of the incident. The PODs will provide life-sustaining emergency relief supplies including food, water, ice, and tarps to the residents of Fort Myers Beach impacted by a major disaster and widespread utility outages. The PODs and all emergency response operations will be managed in compliance with Lee County

Emergency Management standards and NIMS.

2. Evacuation Shelters

The Town of Fort Myers Beach is located within the hurricane evacuation zone and has many residential structures which would be vulnerable to high winds. The number of residents, therefore, seeking public shelter during a hurricane event is likely to be high. Shelters will be designated by Lee County once evacuation orders of the barrier islands have been issued.

3. Staging Area

If a large amount of response resources requires temporary staging, a temporary staging area will be located within Fort Myers Beach at a location determined by the Manager in coordination with the Lee EOC. Command and control over the Staging Area will be the responsibility of the assigned Staging Area Manager. Traffic responsibilities within the Staging Area shall be under the direction of the LCSO.

I. Deactivation of Emergency Operations Center

It is the responsibility of the FMB EM to manage downscaling and/or deactivating personnel deployed to the Lee County EOC. The decision to downscale or deactivate will be coordinated with the FMB EMT.

- Personnel will be notified of a reduced activation level or deactivation at the earliest convenient time, but preferably this decision will be incorporated during the Incident Action Planning process for the next operational period.
- The Operations Section is responsible for notifying all EOC personnel of the change in staffing requirements and operational hours.
- The Operations Section will also notify the field Incident Commanders, and the Lee County EOC staff.
- The Logistics/Finance Section will ensure that all documentation regarding operations, personnel time, and emergency expenditures is complete and obtained from all response personnel.
- The Logistics/Finance Section will ensure that all equipment and supplies are demobilized and tracked until they reach their destination.
- The Planning Section will ensure that all documentation has been stored, that all tracking documents and databases are properly duplicated and stored, and that an after-action critique is scheduled, conducted, and an after-action report is prepared.

VI. RECOVERY

a. Operations Overview

The Town of Fort Myers Beach is dedicated to returning the community to pre-disaster conditions. The Town will coordinate and cooperate with County, State and Federal agencies to obtain the necessary support to implement mitigation measures to protect and preserve lives and property of the Town. This recovery phase occurs simultaneously with the response phase but can also extend beyond it.

As first responders are engaged in life-safety missions, the recovery staff will be planning for short-term and long-term recovery activities. Once the life-threatening response activities have been completed and the threat to the Town has diminished, recovery activities become the primary focus of emergency management.

The FMB EMT will coordinate recovery and disaster assistance efforts within the Town and is responsible for gathering the assessed needs of the community and coordinating with other agencies and organizations to meet those needs. The Town Manager/Emergency Manager is the point of contact for the beginning of the recovery process for County, State and Federal agencies.

Recovery operations consist of short-term and long-term recovery activities. Activities that may be implemented in the short-term recovery period, many of which are discussed in the preceding RESPONSE section include:

- Damage assessment
- Emergency debris removal to open at least one lane of traffic for all roads
- Restoration of utility services including power, water, and sewer services
- Restoration of critical infrastructure and critical facilities
- Re-supply of fuel
- Installation of emergency generators at critical facilities
- In coordination with the Lee County EOC, identify facilities within the Town which may be utilized for response and recovery operations such as Disaster Recovery Centers, storage sites, temporary housing sites, PODs, etc.
- Evaluate the need for long-term housing within the community and coordinate with County, State, and Federal officials to meet the survivor housing needs
- Evaluate critical infrastructure and structures which may be eligible for hazard mitigation funding
- Evaluate unmet needs among the survivors in the community
- Support outreach efforts to publicize the availability of Federal disaster funding including Individual Assistance and Small Business Administration

The Town may choose to activate the CodeRed emergency notification system to transmit vital recovery information to residents. The Town may use the PIO&ECT for public outreach activities during recovery, if/when the Town's EOC operations can be re-established at Town Hall. The PIO&ECT may be staffed by Town employees, CERT volunteers or trained volunteers to provide a central point of information and assistance to residents. The PIO&ECT may be made available to outside agencies to set-up an outreach post, such as FEMA, insurance companies, the American Red Cross, etc. allowing them to work close to the disaster site and within easy access of residents.

b. Long-term Recovery Operations

The goal of long-term recovery is to restore the Town to pre-disaster conditions, which may exist for months or years based upon the severity and magnitude of the disaster. Generally, during the immediate recovery period, management will be conducted from the Lee County EOC. Long-term recovery will be coordinated by the Town Manager with each department/agency in its normal environment and/or field command centers as conditions warrant.

In the aftermath of a large-scale disaster, the Town may consider several planning, engineering, and economic development solutions to address long-term recovery needs. This may include the imposition of building moratoria for substantially damaged structures, business and economic stimulation policies, and others.

The methods used to provide recovery information to the public are through the news section on the website, to website subscribers signed up to receive texts and emails, social media, media releases and media interviews, bulletin boards, community forums and town meetings. (The Mayor will function as the primary spokesperson, followed by the Town Manager and the Public Information Officer.

c. Public Assistance

Upon receiving a Public Assistance declaration, the departments and agencies responsible for pursuing reimbursement will provide detailed expenditure reports and manage the grant funding per the requirements established through FEMA. The Town may employ temporary staff to manage grants. The Emergency Manager or their designee will handle the coordination of the public assistance for the Town with the support of administrative assistants, general staff, and contractors.

d. Community Relations

The Town of Fort Myers Beach's representative at the Lee County EOC for the purposes of planning, will function as the Emergency Management Coordinator (EMC) for the Town and attend and participate in the Lee County Disaster Advisory Committee (DAC) and serve as point of contact for the DAC and attend meetings quarterly.

VII. COMMUNICATIONS

a. Coordination with Lee County

The Town understands the vital importance of maintaining clear communications with the County before, during, and after a disaster event. In accordance with NIMS and Florida Statutes Chapter 252, the Town of Fort Myers Beach will coordinate emergency operations with the Lee County Emergency Operations Center. It will be the responsibility of the first responder community through the dispatch center to notify the Town Manager of unusual events requiring additional mutual aid. The Town will notify the Lee EOC of emergencies in the Town and especially if the Town has an event that requires it to activate this CEMP.

When it is activated for an emergency involving the Town, the Town will maintain a liaison representative in the County EOC. The FMB staff will coordinate all information requests between the County EOC and the Town through that liaison. This communication may occur through telephone, cellular phone, satellite phone, email, fax and personal communication.

The Town liaison will also notify the Town EOC of scheduled conference calls and ensure that the Town Manager/Incident Commander are aware of all County sponsored conference calls so they may participate in them.

The Town PIO will route all media releases through the County JIC to ensure regional consistency. The Town will forward all municipal Incident Action Plans (IAPs) and Situation Reports to the County EOC for informational purposes.

b. Coordination with Local, State of Florida and Federal Agencies

The Lee County Emergency Operations Center will coordinate with field response and recovery sites such as the points of distribution and the staging area through cellular phones and/or the Lee County 800 MHz radio system or Town 10-12 Marine Band (VHF) radios. The FMBFCD and LCSO have multi-band repeaters and can key-in on whatever frequency the Town is using. If all communications are inoperable due to disaster impact, the Town is prepared to continue communications via message runners or satellite phone.

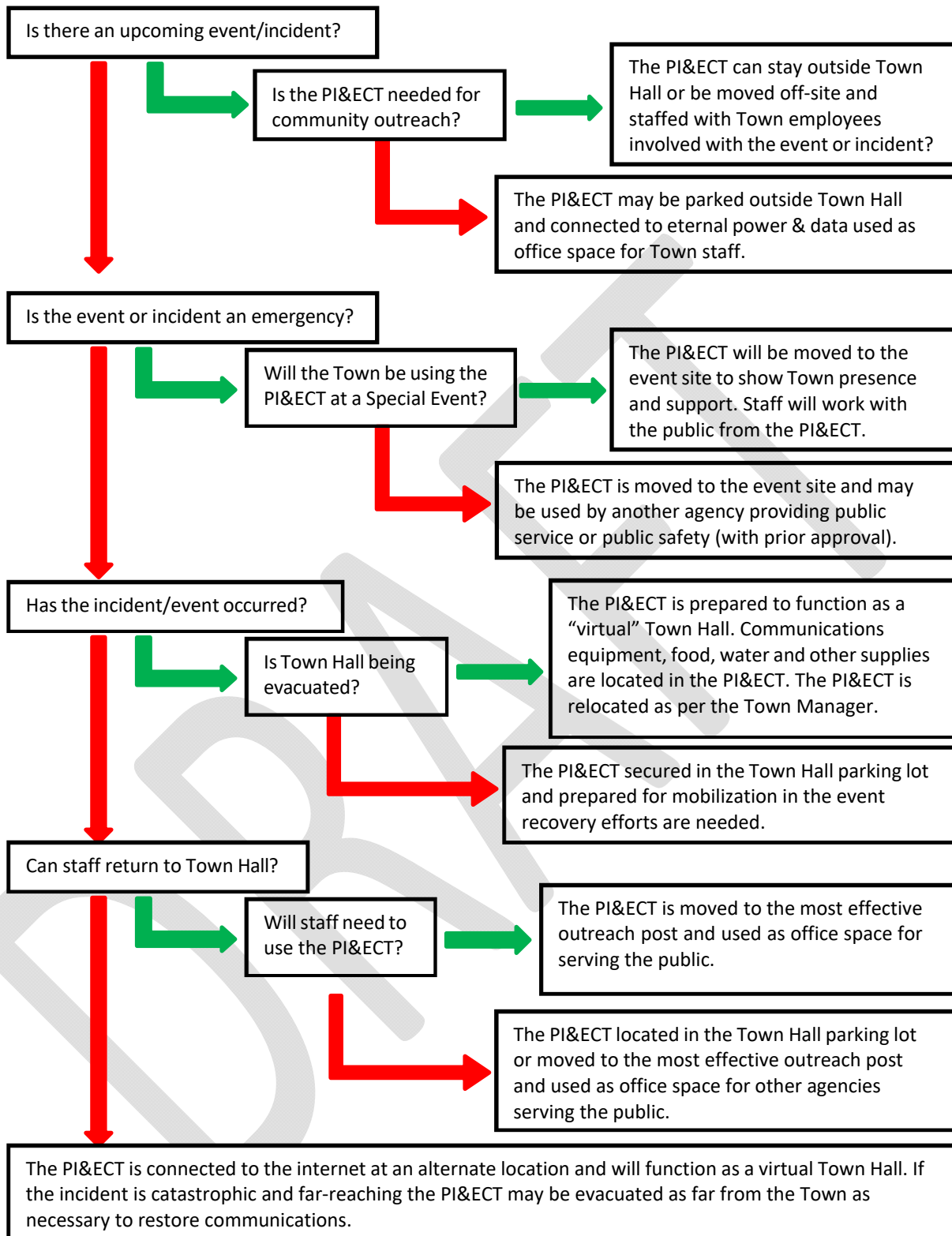
The Town's staff will coordinate all initial communications with higher levels of government through the County EOC until it is logical for direct communications to occur. Direct communications with FEMA may occur during the joint damage assessment process, with community outreach team members within the Town, and once the Town becomes engaged in the financial reimbursement process. At that time, the Town will coordinate directly with the State and Federal Recovery agencies.

The Town's Public Works Director, LCSO Captain and Fire Chief have access to their

radio system. A Town Emergency Management Team representative will be in the Lee County EOC whenever it is activated to provide ongoing communications with the LCSO Dispatch.

Satellite phones are issued to key personnel to utilize in case of cellular failure.

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c. Public Information

The Town of Fort Myers Beach will provide public information and education to enhance the level of preparedness of the residents of the Town. The goal of public education is to ensure that residents and their families can be self-reliant with necessary supplies and provisions for at least 7 days or more.

The primary spokespersons for the Town will be the Mayor and Town Manager, followed by the the Public Information Officer (PIO), Emergency Management Team members, Town staff, and Town Council will refer all media inquiries to the PIO.

In consultation with the Town Emergency Manager, the PIO will grant final approval to release emergency information and instructions, designate the location for local media briefings and approve any special provisions for media coverage. During an emergency, the PIO manages all aspects of public information for the Town, including:

- Ensuring timely preparation of public information materials and dissemination.
- Ensuring that the public can obtain information and give feedback.
- Coordinating with Town emergency management team members to obtain necessary information for public information materials.
- Assisting Lee County officials in collecting necessary public information and preparing press releases in a timely manner.
- Assisting Lee County officials in briefing public affairs officers who visit emergency sites.
- Coordinating with local media regarding the dissemination of public information and getting their cooperation in education and preparedness efforts.
- Maintaining a chronology of emergency-related public information activities.

d. Coordination of Public Information with Lee County Joint Information Center (JIC)

The Joint Information System (JIS) provides the mechanism for integrating public information activities among Joint Information Centers (JIC), across jurisdictions, and with private-sector and non-governmental organizations. The County has implemented and institutionalized processes, procedures, and plans for its JIS when the Emergency Operations Center is activated.

The Town's PIO will coordinate with the County JIC when it is activated

VIII. Policies and Protocols

a. Municipal Resources

The Town of Fort Myers Beach has limited resources and facilities. During a disaster, the use of Town facilities, personnel, equipment, and supplies will be consistent with the policies, protocols and operational concepts defined in this plan. The Town shall exhaust all locally available resources prior to requesting emergency assistance from other jurisdictions or higher levels of government. This includes the use of resources available through existing mutual aid agreements and pre-emergency contracts with other outside organizations.

b. Direction and Control

The form of government in the Town of Fort Myers Beach is the "Council-Manager" form of government. The Town Manager is the executive and administrative head of the Town, appointed by and answerable to the elected Town Council. As such, the Town Manager has responsibility for the direction of all Town employees and departments and administers Town contracts. In an emergency, the Town Manager shall serve as the Emergency Manager and Incident Commander with the authority to undertake whatever actions are necessary to protect lives, property and to delegate executive authority for all or some emergency operations.

c. Continuity of Government

The line of succession for the Town Manager's emergency powers under this Comprehensive Emergency Management Plan shall be as follows: 1) Public Works Director, 2) Finance Director, 3) Community Development Director. The Town Manager may order special, temporary personnel assignments that require individuals to work outside their regular department or job classifications. The Town Manager may also call upon contractors to assist with preparations for and response and services during and/or after the emergency. In accordance with the Town Charter the line of succession for the position of Mayor shall be assumed by the Vice-Mayor and the Council vacancy thus created fulfilled by an interim appointment under the provisions of the Town charter. If the Vice-Mayor is incapacitated and circumstances are such (ex. widespread disaster) that the Town Council cannot meet and act, the Governor may appoint a temporary replacement for the Mayor. The lines of succession for each Town department shall be in accordance with the established SOPs of individual department as approved by the Town Manager.

d. Leadership for Management of Municipal Emergency Operations

Due to the time-sensitive constraints of life-safety decisions during times of emergencies, it is essential that decision making authority be clearly defined. Pursuant to the authorities granted to incorporated municipalities under Chapter

252, Florida Statutes, a Declaration of Local State of Emergency may be issued due to known or anticipated conditions affecting the Town, including, but not limited to the following:

- An incident occurs within the municipal boundaries and resource requirements extend beyond normal response capability.
- Protection of the health and safety of large numbers of people will require protective actions including, but not limited to: voluntary or mandatory evacuation, sheltering-in-place procedures for large areas of the Town, quarantine or isolation of a significant number of contaminated or infected individuals, and/or distribution of pharmaceuticals for mandatory public use.
- It is determined that emergency ordinances or regulations need to be promulgated by the Town, including imposition of a curfew and/or temporary prohibition on public entry to damaged parts of the Town.
- Declaration of a State of Emergency or Disaster by higher levels of government for an area encompassing or adjacent to the Town.

Under Section 252.38(3)(a)5, Florida Statutes, "the duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments. Further, the political subdivision has the power and authority to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
- Entering contracts.
- Incurring obligations.
- Employment of permanent and temporary workers.
- Utilization of volunteer workers.
- Rental of equipment.
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.
- Appropriation and expenditure of public funds.

When the circumstances warrant, the Mayor shall issue a Local State of Emergency. In his or her absence or incapacity, the Vice Mayor shall issue such a Declaration. In the event neither the Mayor nor the Vice Mayor is available, the Town Manager may issue such a declaration. Such a declaration is NOT necessary, however, for the Town Manager to activate the Emergency Operations Center.

In all cases, as soon as possible after the Declaration, the Town Manager will notify Lee County officials and the State of Florida of the executed Declaration.

The Lee County Board of County Commissioners, the Governor of the State of Florida, and the President of the United States may also declare a State of Emergency for areas which may include Fort Myers Beach and other geographic areas. These States of Emergency may impact the Town of Fort Myers Beach. When any of these levels of government declare a State of Emergency which

includes Fort Myers Beach, the Town will also declare a State of Emergency to legally indicate that the Town is activating its Comprehensive Emergency Management Plan and employing all emergency powers necessary to protect the safety of its citizens and property.

The Town of Fort Myers Beach may order mandatory evacuations, sheltering-in-place, quarantines, curfews, and other protective actions when public safety is threatened by a natural, technological, or man-made disaster event within the boundaries of the Town. Lee County and the State of Florida may also order mandatory evacuations, quarantines, isolation orders, and establish curfews in compliance with laws and regulations. In consultation with the Lee County EOC, the LCSO, and the FMBFCD, the appropriate instructions will be disseminated to the public.

e. Passage of Emergency Ordinances and Regulations

As indicated by the conditions following the Declaration of a Local State of Disaster by the Town, it may be necessary to promulgate temporary emergency ordinances or regulations. Promulgation of emergency ordinances will be done in accordance with local and State statutes.

f. Chain of Command for Town Emergency Operations

In accordance with NIMS, and dependent on the local or multi-jurisdictional nature of the emergency, the Incident Commander of the Town of Fort Myers Beach at the Emergency Operations Center or the Lee County Unified Command at the Lee EOC is in command and control of all operational activities associated with the disaster.

g. Financial and Resource Management

The purpose of this section is to establish guidelines and assign responsibilities to support the emergency payroll and procurement of goods and services needed by various departments under this CEMP. During an emergency, pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes a Declaration of Local State of Emergency may be issued. The processes and procedures for financial management will be compliant with Lee County, the State of Florida and the Federal government requirements to facilitate maximum opportunity for Federal disaster reimbursement under the Stafford Act.

h. Responsibility for Financial Management Operations

The Finance Director is responsible for the financial management operations. During a disaster, the Finance Director is responsible for complying with all fiscal policies and regulations, coordinating funding, and approving all incident expenses. It is the responsibility of the Finance Director to document and track all disaster-related expenditures

for financial reimbursement. The Finance Director is responsible for ensuring that the Accounting Manager, Budget Manager and other department staff are trained to perform all responsibilities associated with the financial management of all municipal funds during a large-scale disaster. This fiscal responsibility includes compliance with accounting principles, emergency procurement policies, regulatory requirements related to public assistance and established authority levels.

i. Pre-disaster Preparations for Financial Management

The Town will finance the immediate emergency response and recovery operations required by an event from the available funds within the current budget. If the Town qualifies for a Federal disaster declaration which includes public assistance funds, the Town will request post-disaster reimbursement for eligible expenditures. These procedures will enable the Town to continue fiscal management before, during and after a critical incident or emergency.

The Town of Fort Myers Beach has established an emergency preparedness fund which is funded to a level as approved by the Town Council. Sub-accounts will be established to reflect the reimbursement categories established by the FEMA Public Assistance program for the following activities:

- Debris removal
- Protective measures
- Roads, signs and bridges
- Water control facilities
- Buildings and equipment
- Public utilities
- Parks, recreation and other
- Monitoring firm

This emergency preparedness fund will be utilized during critical incidents and disasters by the Town Manager as authorized by the Town Council. This fund shall be used to categorize expenditures that affect departmental operations Town wide.

The Emergency Manager (Town Manager) will ensure that, during non-disaster times, staff members with emergency management assignments receive information and/or training regarding State and Federal requirements for documentation of emergency expenditures and operations. As necessary, following activation of the CEMP, the Logistics/Finance Section will be responsible for providing any additional information or guidance regarding financial documentation requirements.

IX. FINANCIAL MANAGEMENT PROCEDURES

Immediate Actions Needed for Authorization of Emergency Declaration

By the authority of Florida Statute 252.31-94.6 when a critical incident or disaster strikes, the Town of Fort Myers Beach will declare a local State of Emergency and will suspend its usual purchasing policies and procedures. To the greatest extent possible during the critical incident or emergency, prudent and sound business practices will continue to be observed, with every reasonable effort made to foster competition in procurement. If at all possible, persons responsible for procurement should solicit proposals from more than one vendor.

When a Local State of Emergency is declared and normal purchasing and contracting rules are suspended, it is incumbent upon the Town Manager/Emergency Manager to advise Town employees that emergency purchasing and contracting rules are in effect. The Finance/ Logistics Section shall immediately begin implementation of the emergency financial management tracking procedures.

a. Methods for Emergency Purchases

When a disaster strikes, the Operation and Planning Sections will determine what supplies or services are needed to immediately address the current and future incident objectives. The Logistics/Financial Section evaluates Town resource inventories to determine if goods are available in Town inventories and available to the Town before attempting to purchase the goods from an outside vendor or through existing contracts. Most purchases by the Logistics/Finance Section will be with vendors that the Town has an existing account and relationship with. If the cost of an item(s) exceeds \$10,000 or the vendor requires it, a Purchase Order will be issued.

b. Vendor Invoice Information Requirements:

Regardless of the nature of the emergency, certain procurement requirements shall be observed. The supplier/contractor/vendor shall provide documentation of cost for goods and services as applicable to receive payment, including copies of time sheets of service providers indicating hours and location worked, description of services provided, listing of any billable materials and/or equipment utilized, and any available evidence that the service was actually performed such as photos or geo coordinate logs of equipment. The supplier/contractor/vendor shall have appropriate insurance/exemptions etc. submitted with invoices or on file with the Town. Supplier/contractor/vendor shall indicate the assigned Purchase Order (PO) number on their invoice for payment. The mission number will be at a minimum; the mission/assignment number as designated by the Town of Fort Myers Beach but may also include an additional mission/assignment number for the County and the State.

c. Resource Documentation Requirements:

Individuals designated as the point of contact for purchasing and procurement in the Logistics/Finance Section are responsible for the emergency procurement of goods and services with existing vendors and for authorizing the issuance of emergency purchase orders, if necessary. Designees are responsible for maintaining a log of purchase orders issued and turning all documentation into the Finance Section Chief (Finance Director) at the shift change. The appropriate ICS form will be completed for resource orders. Finance Section Chief will enter the purchase orders into a spreadsheet either manually or electronically to document the purchases and procurement. All documentation shall coincide with the PO number for the Town of Fort Myers Beach, and the Lee County and/or State purchase order number if applicable.

Each invoice or purchase order shall have the following information included in its hardcopy back-up when it is turned over to the Logistics/Finance Section Chief: name of person requesting resources, date and time of request, PO number for Town of Fort Myers Beach, and if applicable, Lee County and the State, description of resources procured, anticipated length of assignment that resources are needed, date and time of requested delivery, person assigned to accept delivery, location of delivery, cost per unit, special demobilization instructions, name of vendor taking request, vendor tax id number, and contact information.

d. Documentation of Personnel in Emergency Operations

Personnel utilized in emergency operations will keep detailed time sheets with their dates, times, and duties performed during emergency operations. Each day's notation shall include the following information: Individual authorizing emergency operations work for employee, date requested, mission/assignment number for the Town of Fort Myers Beach, County or State, location employee worked, length of hours per day (including start and finish time), and duties performed. As the Town of Fort Myers Beach utilizes employees and contractors, contractor timesheets are turned into the appropriate contractor directly. The timesheets will then be submitted by the contractor for invoicing and payment by the Town of Fort Myers Beach.

e. Final Disposition of Financial Documentation

The Finance Director shall be the person responsible for the final disposition of the documentation gathered under conditions of both Presidential-declared disasters and non-declared critical incidents and disasters. The final format will be hard-copy documentation with electronic copy back-up and the archives will be stored for a minimum of 3 years from the date of final payment, in the records storage area for the town. The documentation will be provided to Lee County and/or the State of Florida as requested in the format requested within an acceptable and customary time.

X. RESOURCE MANAGEMENT

The purpose of this section is to provide guidance and outline procedures for efficiently obtaining, managing, allocating, and monitoring the use of resources during critical incidents or disasters. Pursuant to the authorities granted to incorporated municipalities under Chapter 252, Florida Statutes, a Declaration of Local State of Emergency may be issued to expedite resource management activities.

Used in support of NIMS, the combination of facilities, equipment, personnel, procedures, communication, resources from local government as well as external agencies and non-governmental agencies may work together to coordinate the Town's response. Through this coordination and cooperation, any shortfalls the Town has will be noted for corrective action to overcome the shortfall.

a. Physical Resources (expendable and non-expendable resources)

To meet the resource needs of emergency operations, the Town personnel and regular Town contract personnel should first exhaust local resource capabilities within existing inventories. Additional supplies and equipment required for emergency operations will generally be available from normal sources of supply. However, some established vendors may not be able to provide needed materials on an emergency basis or may become survivors of the emergency. Most, if not all resources, will come from contractors. Standby sources should be identified in advance and provisions should be made for arranging alternative sources of supply on an urgent need basis. While doing business, the Town routinely updates its inventory and available sources to include donations.

In accordance with the Statewide Mutual Aid Agreement, if all Town resources are exhausted, then the Logistics/Finance Section Chief (Finance Director) will make a request of the Lee County EOC for additional resources. If the County resources are exhausted, the County will make a request to the State for the resources. If the State's resources are exhausted, a request will be made to the Federal government. All resource requests to the County EOC shall be directed from the Logistics/Finance Section Chief to the Town of Fort Myers Beach Municipal Liaison. A single point of contact should be maintained to avoid duplication of resource requests.

b. Resources by Municipal Agency or Municipal Contractor

The Town of Fort Myers Beach has limited available resources because most services are contracted to the private sector and County agencies. The agencies and organizations are requested to maintain inventories of personnel, equipment and supplies to provide this information routinely to the Town.

c. Classification of Physical Resources

The Town of Fort Myers Beach understands that the NIMS classification methodology is still under development. The Town is committed to continually monitoring the NIMS requirements and implementing them as appropriate within the Town. All Town resources, pursuant to the NIMS, are to be classified by kinds and types.

d. Inventories Accessed and Utilized

Town of Fort Myers Beach resources will be controlled by the Logistics/Finance Section Chief. The Chief shall monitor the inventories, locations, and assignments of all resources and monitor the deployment of any resources.

e. Private Vendor, Mutual Aid or Volunteer Resources

The Town will work to exhaust all local resources before requesting any resources from the County EOC. The protocol to procure additional resources are as follows: activate and direct deployment of additional local resources to the incident site(s); request mutual aid assistance from existing jurisdictions who have entered a Mutual Aid Agreement; purchase, rent, or lease supplies and equipment; obtain donated resources from businesses, individuals, or volunteer groups; contract for necessary services to support emergency operations. The Town Manager/Emergency Manager shall consider the potential liabilities before accepting offers of donations of supplies, equipment or services or committing labor from individual or volunteer groups to emergency operations.

f. Tracking Procedures for all Resources

The Finance Director is responsible for the management of all resources in support of the current incident objectives, except for resources committed to debris management, debris monitoring, clearance, and removal.

Deployment and tracking of resources committed to debris management are the Operations Section Chief (Public Works Director)'s responsibility in accordance with the FEMA approved Debris Management Plan.

In compliance with the resource management procedures outlined above, the Planning Section Chief will track resource needs and assign a mission number. The mission number may be assigned by the Unified Command. The Planning Section Chief will complete the appropriate form(s) detailing the following information for resource/equipment check-in including:

- Requesting entity
- Brief statement of need
- Originating entity
- Method of delivery and location of delivery
- Associated expendable resources

- Anticipated duration
- Funding
- Any other required information

All resources that are the property of the Town of Fort Myers Beach will be inventoried and identified by their property control number as assigned by the Town. Resources will be logged onto a spreadsheet controlled by the Logistics Section, noting item, deployment, time out and expected return and any other pertinent information. The Town of Fort Myers Beach now has access to emergency management software, Web EOC, through Lee County.

g. Protocols for Resources

The deployment of resources and personnel shall be in accordance with established plans and procedures that provide assurance that Town resources, both owned and contracted, shall not be deployed without the specific approval of official resource coordination processes. When the EOC is activated, the Logistics/Finance Section Chief shall approve all personnel and equipment deployments as directed by the FMB EM. To ensure the appropriate management and demobilization of personnel, supplies and equipment, the Logistics/Finance Section Chief will work cooperatively with the Operations and Planning Sections Chiefs to develop a demobilization plan. The Statewide Mutual Aid Agreement addresses the issues pertaining to the appropriate management of resources up to and including return to the original agency. The Statewide Mutual Aid Agreement also details the requirements associated with general responsibility for payment and/or reimbursement of resources acquired through mutual aid.

h. Personnel Resources

All Town departments are required to have emergency personnel assigned in case of critical incidents or disasters. The FMB EM will identify and coordinate the placement of Town employees that may be reassigned to temporary emergency duties should a critical incident or disaster impact the Town. If the required skills and/or expertise are not available within the pool of existing Town employees, the FMB EM will approve the temporary workers.

Rosters of personnel working for the Town of Fort Myers Beach daily in emergency operations will be maintained by the immediate supervisor of the that temporary worker, and copies of that information will be relayed verbally or in writing to the Operations Section Chief at least twice a day on an appropriate ICS form. (A final hardcopy or electronic copy of the day's roster will be sent to the Operations Section Chief at the beginning of the shift change and at the end of the shift change. All workers shall sign-in or check in with the Planning Section and their immediate supervisor and receive a mission/assignment number, again noted on the ICS form. A log of each employee and/or contractor checking in and out shall be maintained to verify their presence. This log shall be submitted to the Finance Director. The log will become an important means of verifying that contractors were present and performing the work they will later invoicing us for.

ANNEX A: ACRONYMS

ALT	Alternative
ARC	American Red Cross
ARES	Amateur Radio Emergency Services
CAP	Civil Air Patrol
CBRNE	Chemical, Biological, Radiological, Nuclear, Explosive
CEMP	Comprehensive Emergency Management Plan
CERT	Community Emergency Response Team
CIC	Citizen Information Center
COG	Continuity of Government Plan
COOP	Continuity of Operations Plan
CPA	Closest Point of Approach
CPG	Comprehensive Preparedness Guide
CRS	Community Rating System
DFO	Disaster Field Office, (FEMA)
DHS	Department of Homeland Security
DDIR	Detailed Damage Inspection Reports
DMAT	Disaster Medical Assistance Team
DMORT	Disaster Mortuary Operational Response Team
DPW	Department of Public Works
DRC	Disaster Recovery Center
DRFA	Disaster Relief Funding Agreement
DSR	Damage Survey Report
EAS	Emergency Alert System
EM	Emergency Management
EMS	Emergency Medical Services
EPG	Executive Policy Group
EOC	Emergency Operations Center
EPG	Executive Policy Group
EPZ	Emergency Planning Zone
ESATCOM	Emergency Satellite Communications
ESF	Emergency Support Function
FDEM	Florida Department of Emergency Management
FDLE	Florida Department of Law Enforcement
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FMB	Fort Myers Beach
FMBFD	Fort Myers Beach Fire Department
FS	Florida Statutes
GAR	Governor's Authorized Representative
GIS	Geographical Information System
HAZMAT	Hazardous Materials
HM	Hazard Mitigation
HSPD	Homeland Security Presidential Directive
IA	Individual Assistance

IAP	Incident Action Plan
IC	Incident Commander
ICS	Incident Command System
ICP	Incident Command Post
IMT	Incident Management Team
JIC	Joint Information Center
LCPS	Lee County Public Schools
LCSO	Lee County Sheriff's Office
LPG	Liquid Petroleum Gas
MACS	Multiagency Coordination System
MARS	Military Affiliate Radio System
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
NDMS	National Disaster Medical System
NDMS	National Disaster Medical System
NDRF	National Disaster Recovery Framework
NETC	National Emergency Training Center
NFIP	National Flood Insurance Program
NGO	Nongovernmental Organization
NIMS	National Incident Management System
NOAA	National Oceanographic and Atmospheric Administration
NRF	National Response Framework
NRP	National Response Plan
NWSFO	National Weather Service Forecast Office
PA	Public Assistance
PDA	Preliminary Damage Assessment
PIO	Public Information Officer
PL	Public Law
PRI	Primary
PSA	Public Safety Announcement
PW	Project Worksheet
RACES	Radio Amateur Civil Emergency Service
RDSTF	Regional Domestic Security Task Force
RIAT	Rapid Impact Assessment Team
RRT	Rapid Response Team
SAA	State Administrative Agency
SAR	Search and Rescue
SCO	State Coordinating Officer
SEOC	State Emergency Operations Center
SERT	State Emergency Response Team
SITREP	Situation Report
SLOSH	Sea, Lake, Overland Surge from Hurricanes
SOG	Standard Operating Guide
SOP	Standard Operating Procedure
TDS	Time Delineation Schedule
TH	Temporary Housing

TTY	Teletype
UASI	Urban Area Security Initiative
VOAD	Voluntary Organizations Assisting in Disaster
WMD	Weapon of Mass Destruction

DRAFT

ANNEX B: DEFINITIONS:

All-Hazards: An approach for prevention, mitigation, preparedness, response, continuity, and recovery that addresses a full range of threats and hazards, including natural, human-caused, and technology-caused.

Disaster/Emergency Management: An ongoing process to prevent, mitigate, prepare for, respond to, maintain continuity during, and to recover from, an incident that threatens life, property, operations, or the environment.

Emergency Manager: Appointed by the Town Manager and authorized to develop, implement, administer, evaluate, and maintain the CEMP program.

Emergency Management Department (EMD): The Town Office of Emergency Management (EM) will reside within Fort Myers Beach Fire Rescue Department and have primary responsibility for the Town Emergency Management Program, as directed by the Town Manager.

Essential Employee: Those employees designated by their department heads as such because their work directly supports efforts to maintain or restore public safety and/or essential Town services and include, but may not be limited to, Public Safety (law enforcement & fire rescue), Public Works, Town Clerk's Office, Planning and Development Services Department, Building Department, Finance and Administration Department, Information Technology, Cultural Parks and Recreation and the Town Incident Management Team as defined by the Town CEMP. Essential Employees shall be required to remain at work or be available to report to work to ensure that identified critical functions continue during an emergency or when the Town has closed or suspended operations (e.g. power outage, inclement weather, hurricane, etc).

Non-Essential Employee: An employee who is not necessary to the emergency service function of his or her department and is not required to report to work.

Executive Policy Group (EPG): The Executive Policy Group (EPG) is comprised of the following officials: Mayor, Town Manager, Town Attorney (optional), Fire Chief / Emergency Manager, MCSO / District Commander and/or other officials as deemed necessary.

Incident Action Plan: A verbal plan, written plan, or combination of both that is updated throughout the incident and reflects the overall incident strategy, tactics, risk management, and member safety requirements developed by the incident commander.

Incident Commander (IC): The person responsible for all field aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The incident commander sets priorities and defines the organization of the incident response teams and the overall incident action plan.

Incident Command System (ICS): ICS is normally structured to facilitate activities in five major functional areas: command, operations, planning, logistics, and finance/administration. In some circumstances, intelligence and investigations may be added as a sixth functional area.

Incident Manager (IM): The individual authorized to direct and control the Town emergency and disaster response and recovery, by way of the Town Emergency Operation Center and Town EOC IMT. The Town EOC Incident Manager is not to be confused with any on-scene or field IMT Incident Commanders, where necessary.

Incident Management System (IMS): The combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure and designed to aid in the management of resources during incidents.

Incident Management Team (IMT): The Town IMT is comprised of the following: Incident Manager/Commander, Operations Section Chief, Planning Section Chief, Logistics Section Chief, Finance/Admin. Section Chief, and applicable Command Staff of Safety, Liaison and Public information Officer. Additional units may be activated by the IMT as needed.

Incident Action Plan (IAP): The IAP ensures that everyone is working in concert toward the same goals set for that operational period by providing all incident supervisory personnel with direction for actions to be taken during the operational period identified in the plan. IAPs provide a coherent means of communicating the overall incident objectives for both operational and support activities. They include measurable strategic objectives to be achieved in a time frame called an Operational Period. They may be verbal or written except for hazardous material incidents, which must be written, and are prepared by the Planning Section.

Major Hurricane or Tropical Cyclone (Cat 3, 4 or 5 hurricane): Category 3 or higher marks the point at which the National Hurricane Center classifies strong cyclone storms as major hurricanes. These storms can cause large loss of life and devastating and catastrophic property damage.

Multiagency Coordination System (MACS): The primary function of MACS is to coordinate activities above the field level and to prioritize the incident demands for critical or competing resources, thereby assisting the coordination of the operations in the field. MACS consist of a combination of elements: personnel, procedures, protocols, business practices, and communications integrated into a common system. For the purpose of coordinating resources and support between multiple jurisdictions, MACS can be implemented from a fixed facility or by other arrangements outlined within the system. Examples of multiagency coordination include a state or county emergency operations centers.

National Incident Management System (NIMS): NIMS is a comprehensive, national approach to incident management that is applicable at all jurisdictional levels and across functional disciplines. NIMS enables us to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the National Response Framework (NRF) - NIMS provides the template for the management of incidents, while the NRF provides the structure and mechanisms for national-level policy for incident management.

Preparedness: Ongoing activities, tasks, and systems to develop, implement, and maintain the program capabilities.

Prevention: Activities to avoid or stop an incident from occurring.

Recovery: Activities and programs designed to return conditions to a level that is acceptable to the entity.

Resource Management: A system for identifying available resources to enable timely access to resources needed to prevent, mitigate, prepare for, respond to, maintain continuity during, or recover from an incident.

Response: Immediate and ongoing activities, tasks, programs, and systems to manage the effects of an incident that threatens life, property, operations, or the environment.

Refuge of Last Resort: These are locations used as a last resort to provide refuge for evacuees that may have otherwise been stranded along evacuation routes within hazard impact areas. Refuges of Last Resort are not

shelters and have no food, security, or guarantee of protection.

Standard Operating Procedures (SOPs): SOPs that are not contained in this plan, but are developed for each EOC/IMT position and are essential to the implementation of this document. Copies of all EOC/IMT position SOPs are kept for reference at the Town Emergency Operations Center.

Unified Command: Unified command is an important element in multijurisdictional or multiagency incident management. It provides guidelines to enable agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively. As a team effort, unified command allows all agencies with jurisdictional authority or functional responsibility for the incident to jointly provide management direction to an incident through a common set of incident objectives and strategies and a single Incident Action Plan. Each participating agency maintains its authority, responsibility, and accountability.

ANNEX C: HURRICANE PREPARATION ACTION PLAN PUBLIC WORKS AND TOWN HALL

FIVE DAY ADVISORY- 120 HOURS

Mound House Shutters, Secure Exhibit Hurricane Supplies see below
 Inventory and Restock Food and Water Supplies at offsite storage
 Top off fuel storage tanks Procure fuel tanker for post storm delivery, Plan for Staff vehicle fueling
 Purchase all materials and supplies needed for preparation
 Mutual Aid Request with Sheriff (Personnel @ Bridge; County for Fuel) Sand
 Download FIDA App and Training
 Print any documents needed for post-disaster Compile List of Documents Needed
 Call and Reserve Hotel Rooms (Preferably as soon as forecast allows)

FOUR DAY ADVISORY- 96 HOURS

Remove mobi-mats from beach accesses
 Clean up behind Public Works Shed/ All Town Properties
 Town Hall Shutters
 Schedule Waste Management to remove dumpsters
 Move Tarps to Town Hall

THREE DAY ADVISORY- 72 HOURS

Remove trash containers, poles, lids etc. on beach; Lay down concrete cans/remove lids
 Check benches and secure if needed
 Secure picnic tables at Newton Park
 Charge Emergency Radios and Phones
 Remove Town Boats
 Unhook Palm Avenue Restroom Trailer and any other trailers and move to designated locations
 Utilities - contact Green Meadows Water Plant
 Letters to people in Mooring Field (Declare Safe Harbor if storm meets criteria)
 Install all hurricane screens on main museum 2nd floor that staff cannot reach without a ladder. MH staff will have all screens laid out ready for PW before installation.

TWO DAY ADVISORY- 48 HOURS

Remove chairs and awnings at Pool- store at Pool in classroom; throw chairs in Pool
 Remove liners/lids- Times Square
 Shut off water
 Remove Trolley Stop trash bags
 Wrap Pay stations and Parking Meters
 Bay Oaks and Pool secure facility, picnic tables etc.
 Fill and place Sandbags at Bay Oaks, Mound House, Pool etc.

Begin removing Town Equipment, Top off Fuel Tanks see attached
 Beach Water- Check stations, have LCU fill both water storage tanks, and keep them completely full.

Remove bollards at Bay Oaks

Public Works to install metal door over entry door to underground museum –door is located in outside closet by museum entry door.

Public Works to assist Human Resources and other pre-determined offices move critical documents from office

ONE DAY ADVISORY- 24 HOURS

Gather Field Electronics (Radios, Cameras etc.)

Issue NTP (Notice to Proceed) to Debris Removal and Monitoring Vendors if needed.

Issue NTP to storm related vendors

Move Network Server and Emergency Trailer to EOC

Move Fuel Cans to Safe Location

Complete vehicle inspections

Secure all Town Gates (Mound House, 216 Connecticut, Towers etc.)

Lock Bay Oaks gate open

Beach Water- Check stations, tanks (levels), pumps and generators

Order Dumpsters for Immediate Delivery after Storm

Remove and Store Flags off of Flag Poles

Remove Town Vehicles and large equipment;

Bring to designated off-site staging area

Top off Fuel in Vehicles ____

Hurricane Supplies

- Batteries
- Flashlights
- Tools
- Rain gear
- Radios
- Cameras
- Office Supplies
- First Aid Supplies
- Garbage Bags
- Gloves
- Commercial Saran wrap/tape
- Box cutters
- Class III A-frames- Barricades “Road Closed”, “Standing Water”
- Rain boots/wading boots
- Chainsaw chains and bars; chainsaws
- Chains (Martin/Tunes)
- Battery jump boxes (3)
- Bolt cutters
- Generator for ice machines at Bay Oaks
- Generator cables
- Chest freezer
- Floor fans for flooding

POST STORM- DMS SITE

- Contact Lee County to implement the county interlocal for shared use of FDEP pre-approved DMS sites Lovers Key and DEP to utilize Lovers Key as DMS Site.
- Execute Temporary License Agreement with Lee County Solid Waste for Lovers Key Site.
- DEP- Pre-check and post-check of site (Renee Kwiat) floridadep.gov
- Town’s Contractor order port-o-potties, scissor lift, silt fence, etc. Town provide signs/posts for Do Not Enter, No Dumping

ANNEX D: HURRICANE PREPARATIONS FOR MOUND HOUSE AND NEWTON PARK

Annual Preparation to be done in May

- Check all Hurricane screens: make sure all Mound House screens and hardware are in working order. Vendor: Astro Guard, Delray Beach, FL, 561-742-3756, www.astro-guard.com.
- Roll down shutters at Newton – test and repair if necessary. Vendor: Roll Secure Shutters, Naples, FL, 239-594-1616
- Prep generator and make sure all power tools are in working order.
- Inventory supplies and purchase supplies and equipment needed (see attached list of supplies)
- Arrange for a certified arborists to trim trees (storm scape) get all coconuts out of palms & review routinely throughout hurricane season.
- Update hurricane plan and distribute to staff with assigned duties to each staff.
- Photograph landscape, buildings, and structures at Mound House and Newton Park
- Update staff, volunteer, contractors and services information and distribute to all MH staff. Staff to keep this with them at all times.
- Make sure all key staff phone numbers are saved in your cell phone.
- Save everything on the server – do not leave any files on your computer desktop as they can be lost in the event your computer gets damaged.
- Make sure no items are located behind the kayak shed.
- All staff to keep a change of clothes in their car to change into to prep for a hurricane. Closed toed shoes and comfortable clothing.
- Secure vendor - landscape cleanup crew to be a first responder to clear sites 72 hours after storm passes.
- Secure emergency vendors to use to make any repairs that are needed to get museum open 72 hours after storm passes.
- Check weather every day for updates to possible storms forming.
- All - Restock hurricane supplies for your home and go over your personal hurricane plan.
- Prepare each staff an emergency grab bag with gloves, keys to all doors, flashlights and other tools and supplies.

Hurricane Preparation

Town staff will be in contact if this prep is necessary and/or to assign duties for everyone to help after the storm passes.

- Keep your cell phone handy and charged at all times.
- Take home with you all volunteer phone numbers and group contacts that have reservations.
- Take with you the Emergency Bag assigned to you with all the necessary tools and items to come back to the site and clean up.
- Make sure town staff cell phone numbers are programmed in your cell phone.
- Charge all the tools, batteries, radios, and power sticks.
- Double check that all gas cans are full.
- Take all money from the safe to Town Hall to vault.
- Listen to weather radio and watch for updates from Lee County EOC. Relocate radio to museum store if needed.

PREPARATIONS FOR MOUND HOUSE

- Deactivate all programming for unlocking the doors at Mound House.
- Call volunteers and scheduled groups to cancel until further notice.
- Put message on Facebook, Instagram and on MH website that MH will be closed until further notice.
- Change voicemail for the main line to say same as above. Dial 5000 enter ext. 1999 code is 0852
- Run reports on all museum store inventory we have on hand- print out and place on thumb drive.
- All Staff to take their Emergency Grab Bags with them with keys to all doors, flashlight and work gloves and other tools and supplies.
- Director and maintenance staff to take chain saw, gloves, tools, caution tape, cones and keys and any tools needed to get back to the site.

Main Museum

- MH staff to place out all screens in front of each window/ door before PW gets to the site to install- screens are located in 3 large grey bins in the kayak shed to the right of the roll down door.
- Public Works to install all hurricane screens on main museum 2nd floor.
- MH staff is to install screens on 1st floor and the ones reachable on the 2nd floor off porch area–
- Roll up all the rug in museum store and in living room, cover and relocate.
- Place rags, towels and absorbent socks under all doors and windows.
- Check all windows and doors in main museum to make sure they are secured.
- Cover sink with plastic in bathroom and place bucket and prep all windows.
- Put all the puzzle pieces in the bathtub.
- Move large puzzle boards away from windows.
- Cover kiosks with plastic in bathroom.
- Place bucket inside the fireplace in the living room.
- Place other buckets in living room with plastic sheeting underneath and towels in transition area of store and living room by threshold.
- Move chairs and net inside that are located on 2nd floor porch.
- Lock outside door that leads up to the 2nd floor porch.
- Adjust AC.

Museum Store

- Cover all items in the museum store that can be ruined by water- place bucket on front counter under light that leaks.
- Secure fragile items in museum store away from windows.
- Museum store- behind the counter- Pull back mat and place towel along wall under the museum admission sign.
- Place absorbent sock under museum store door.
- Adjust AC.

Office/ 1921 Garage Building

- Place plywood on back windows.
- Place all computers up off the floor- unplug from battery backup boxes- turn battery backup boxes off and cover computer with plastic.
- Take all files off desks and secure in a plastic bag or in a desk drawer.
- Move everything out from the windows.
- Take up rug in front office door and place 2 absorbent socks in front.
- Adjust AC

- Lock the front office door and the 2 staff office doors.
- Close all garage doors in office building including the one that covers the front door and padlock shut.

Underground Museum

- Roll up any rugs and place on top of chairs.
- Make sure nothing is on the floor of the museum or the closet that can ruin if it gets wet.
- Place donation box up off the floor.
- Place fan up off the floor and unplug.
- Lock underground museum door.
- Take *Stories Beneath Our Feet* sign down above the outside door and place inside museum.
- Public Works to install metal door over entry door –door is located in outside closet.

Grounds

- Turn picnic tables upside down
- Move all potted plants inside the kayak shed.
- Secure monofilament tubes from dock
- Remove lattice from AC units in back of the main museum and place in kayak shed.
- Move all loose items from the back of the kayak shed to inside of shed.
- Walk the grounds and make sure nothing will fly away with heavy winds.
- Public Works to place cans on their sides. Trash cans– remove lids and secure them in the shed, also 216 parking lot. Remove the liner and place cans sideways on the ground.
- Close and secure all gates (vehicle gates, all parking lot gates and place padlocks on pedestrian gates).

NOTE: All department heads should be in contact with all their staff regarding the status of the hurricane and their role in the preparation of the site as well as other duties after the site has been prepped and how they can help out with other departments.

All Mound House staff should stay in touch with their supervisor for updates regarding when staff will return for post storm clean up.

POST STORM

- Contact your supervisor immediately after the storm has passed for updates on returning to work.
- ESTABLISH MEETING POINT FOR ESSENTIAL AND NON-ESSENTIAL STAFF
- Staff returning to the island- bring parking pass to get onto the Island- bring water, food, clean up tools and supplies (sunscreen, hats, mosquito spray, rubber gloves, work gloves, keys to site, hand sanitizer, sunglasses, flashlight, and recharging stick for cell phones) wear closed toes shoes and comfortable clothing for post hurricane clean up.
- Check with supervisor on where to be stationed.
- When Mound House and Newton Cottage get power- call volunteers to open areas for residents to charge cell phones, cool off, use the restroom and get cold water.

ANNEX E: HURRICANE PREPARATIONS FOR BAY OAKS RECREATION CENTER AND FORT MYERS BEACH COMMUNITY POOL Bay Oaks Recreation Center

Annual Preparation to be Completed in May

- Inventory supplies and purchase supplies and equipment needed (see attached list of supplies)
- Update hurricane plan and distribute to staff with assigned duties to each staff.
- Photograph landscape, buildings, structures, and amenities at Bay Oaks Recreation Center and the Campus.
- Update staff, volunteer, contractors and services information and distribute to all Bay Oaks staff. Staff to keep this with them at all times.
- Make sure all key staff phone numbers are saved in your cell phone.
- All staff to keep a change of clothes in their car to change into to prep for a hurricane. Closed toed shoes and comfortable clothing.
- Prepare each staff an emergency grab bag with gloves, keys to all doors, flashlights and other tools and supplies.
- Secure vendor - landscape cleanup crew to be a first responder to clear sites 72 hours after storm passes.
- Secure emergency vendors to use to make any repairs that are needed to get recreation center open 72 hours after storm passes.
- All - Restock hurricane supplies for your home and go over your personal hurricane plan.

Preparations for Bay Oaks Recreational Campus

- All programing for unlocking the doors at BORC and the field restrooms.
- Call volunteers, instructors, and scheduled groups to cancel until further notice.
- All coordinators communicate with members of on-going programs about closing – will provide updates!
- Put message on Facebook, Instagram and on Town website that BORC will be closed until further notice.
- Change voicemail for the main line to say same as above.
- All Staff to take their Emergency Grab Bags with them with keys to all doors, flashlight and work gloves and other tools and supplies.
- Director and maintenance staff to take chain saw, gloves, tools, caution tape, cones and keys and any tools needed to get back to the site.
- All staff to have the ability to be adequately prepared at home. ***

Grounds, Fields, and Athletic Courts

- Remove all trash can tops – stow in grounds shed
- Check gated storage area behind BORC – move all loose items into enclosed shed
- Place both wheeled cans (garbage and recycling) inside BORC
- Flip all picnic tables
- Ensure any potted plants in garden are secured in an enclosed area
- Conduct grounds walk around to check for any loose items

- Manually lock restrooms
- Switch power off on front gate – turn to manual mode
- Place newspaper holders in a secure area
- Ensure all items under awning are secured
- Remove all bases from athletic fields; insert anchor plugs
- Remove backstop nets from fields – PW assistance
- Move trash cans from dugouts to grounds shed
- Ensure any field equipment (pitching screens, L-screens, soccer goals) are secured in an enclosed area or onto fencing
- Remove tennis nets from all courts – keep in grounds shed
- Remove scoring attachments from tennis courts – keep in grounds shed
- Place tennis court drag/broom in grounds shed

Bay Oaks Recreation Center

- Place sandbags along bottom of all doors (outside)
- Place sandbags along bottom of garage door

Multi-Purpose Room

- Unplug electronics – wrap cords in plastic
- Remove TV from wall mount, wrap in plastic, place in secure spot (craft closet counter)
- Turn thermostat off
- Shut door

Craft Room, Side Room, & Closets

- Unplug all electronics – wrap cords in plastic
- Ensure all items are securely stowed
- Roll any mats up and place on high ground
- Ensure there aren't any items on the ground that may be damaged by water
- Shut all doors

Office & Front Lobby

- Roll all mats and place in maintenance closet
- Save all files to the BORC drive prior to unplugging equipment
- Unplug all electronics – wrap cords, computers, and equipment in plastic
- Ensure all files are placed in a secure place – wrap in plastic if needed
- Turn thermostat off
- Make sure all exit doors are manually shut

Gymnasium & Fitness Center

- Roll all mats and place off ground
- Ensure all basketball goals are down
- Make sure all exit doors are shut
- Unplug all electronics – wrap cords in plastic
- Turn off all thermostats
- Shut all doors

Side Lobby & Kitchen

- Roll up mats and place off ground
- Ensure there aren't any items on the ground that may be damaged by water
- Make sure all exit doors are manually shut

Emergency Supplies

- Flashlights
- Batteries
- Drills and rechargeable batteries
- Screws & Nails
- Screwdrivers – Philips and Flat Heads
- Work Gloves- 1 pair for each staff member plus 3 extra pairs- these are not to be used during the year but to be saved as part of hurricane supplies.
- Earplugs
- Safety Goggles/Glasses
- Cooler for Ice and emergency food/drink for staff
- 4 - Power sticks to charge staff phones
- 3 Rolls of Caution Tape
- Extension cords
- 4 Power Strips (minimum)
- Battery Operated Fans w/ Extra batteries
- 3 - 1st Aid Kits
- Rope
- Gas Cans
- Gas/Oil Mix for Equipment
- Plywood to secure any broken door/window after the storm
- Blue Tarps
- Roll of screening
- Hospital grade cleaners
- Bleach
- Clorox Clean Up wipes
- Paper towels
- Hand sanitizer
- Ziplock Bags (assorted sizes)
- Battery operated radio
- Portable key box
- Waterproof grab bags for staff
- Tool bags with tools
- Chain saws and blades
- Rakes & Landscape tools
- Ladders
- Green trash bags
- Buckets
- Orange cones

- Stakes to tie up trees
- Mops with extra Mop heads
- Brooms
- Swiffer's
- T-shirt rags
- Window cleaner
- Extra padlocks
- Bunge cords
- Zip ties
- Mosquito spray- bug repellent
- Sunscreen
- Smart water- electrolytes
- Plastic cups for water machine
- Zip-ties
- Scissors

Fort Myers Beach Community Pool

Annual Preparation to be done in May

- Check all Hurricane shutters: make sure all Pool shutters and hardware are in working order. Vendor: Astro Guard, Delray Beach, FL, 561-742-3756, www.astro-guard.com.
- Make sure all shutters fit the pool office and classroom windows.
- Prep generator and make sure all power tools are in working order.
- Update hurricane plan and distribute to staff with assigned duties to each staff and keep contact with town employees
- Photograph landscape, buildings, classroom, office, pump room, and other structures at the Aquatic Facility.
- Update staff, volunteers, contractors and services information and distribute to all Recreation staff.
- Make sure all primary staff phone numbers are saved in your cell phone.
- Save everything on the BORC drive – do not leave any files on your computer desktop as they can be lost in the event your computer gets damaged.
- Make sure no items are located on the pool deck or parking lot.
- All staff to keep a change of clothes in their car to change into to prep for a hurricane. Closed toed shoes and comfortable clothing.
- Secure vendor - landscape cleanup crew to be a first responder to clear sites 72 hours after storm passes.
- Check weather and watch the news every day for updates to possible storms forming.
- All - Restock hurricane supplies for your home and go over your personal hurricane plan.
- Prepare each staff member an emergency grab bag with gloves, keys to all doors, flashlights and other tools and supplies.

Hurricane Preparation

Town staff will be in contact if this prep is necessary and/or to assign duties for everyone to help after the storm passes.

- Keep your cell phone handy and charged at all times.
- Take home with you all volunteer phone numbers and group contacts that have reservations.
- Take with you the Emergency Bag assigned to you with all the necessary tools and items to come back to the site and clean up.
- Make sure town staff cell phone numbers are programmed in your cell phone.
- Charge all the tools, batteries, radios, and power sticks.
- Double check that all gas cans are full.
- Take all monies from the safe to Town Hall to vault.
- Listen to weather radio and watch for updates from Lee County EOC. Relocate radios to museum store if needed.
- Make sure first aid equipment and emergency bag is stocked as in the event of medical emergency.

PREPARATIONS FOR AQUATIC FACILITY

- Call volunteers and scheduled groups to cancel until further notice.
- Put message on Facebook, Instagram and on Parks and Recreation website that the pool will be closed until further notice.
- Change voicemail for the main line to say same as above. The aquatic facility will be closed until further notice.
- All Staff to take their Emergency Grab Bags with them with keys to all doors, flashlight and work gloves

and other tools and supplies.

Pool Office & Classroom

- Roll up office rugs and place them on desks in the back office.
- Move all first aid equipment and emergency bag on the top shelf in the middle office room.
- Install the hurricane shutters in the windows of the office. Hurricane shutters are located in the storage room.
- Move everything out of the windows.
- Place all electronic equipment to the back office- unplug from all outlets and then cover all electronics with plastic.
- Adjust the AC.
- Place plywood on the back of the windows.
- Take all files of the desks and secure them in a plastic bag, desk drawer, or the file cabinets.
- Lock the office door and classroom door.
- Place towels near the windows and the bottom of the doors.

Storage Room

- Move all electrical wires to a higher shelf in the storage closet.
- Place all power tools on a high shelf that employees will be able to access.
- Place gas cans on a high shelf.

Pool Deck

- Take down all Funbrellas and place them neatly where they cannot get ripped into the storage closet.
- Have PW assist in taking down the Funbrella poles and placing them in the storage room.
- Move all pool furniture into the classroom.
- Move all trashcans into the classroom.
- Move lap lanes and starting blocks into the storage room.
- Place the pool covers in the storage room.
- Place the basketball hoop in the storage room
- Place smaller picnic table umbrellas in the classroom with the pool furniture.
- Call vending machine company to move the machines.
- Place picnic tables under awning next to classroom. Make sure they are all tied up together so they do not blow away.
- Place all lifeguard stands in the storage room.

Pump Room

Do Not Empty The Pool:

Keeping the water in the pool provides the important weight to hold the pool in the ground. An empty pool is subject to "popping" out of the ground due to "lift" pressure from excessive ground water caused by the heavy rains that may accompany the storm.

Set up and prepare the drain before the hurricane hits, using the quick drain for Lap Pool and Kid Pool. Leave all valves open and in place so that you can start the quick drain if the pool begins to excessively overflow.

Turn off Electric Power to Swimming Pool Equipment:

To prepare electrical equipment such as, circuit breakers at the main electrical panel should be turned off to prevent pump motors, lighting, chlorinators, and heaters from operating during the worst parts of the storm. Run the pumps and filters while it's calm, but when heavy rain, wind and lightning arrive, shut them off for the duration of the hurricane.

Protect the Electric Pool Equipment:

After the equipment is shut off, wrap the pump motor, time clock, light transformers and electric heater thermostat with a waterproof plastic membrane (trash bags) and tie it securely in place to prevent sand and driving water from entering.

If flooding is expected, disconnect transportable devices and store them in a dry place.

For larger transportable devices such as the pump, use sandbags to protect pumps from being submerged. Spend some time if necessary to clear the areas around the equipment pad of mulch, leaves, debris and soil, to ensure that water drains away rapidly from the equipment pad.

Remove all Loose Items from the Pump Room Area:

Loose objects such as maintenance equipment and pool cleaning tools should be stored inside of buildings. Inspect the pump room for any loose sections and secure any loose light posts or signs.

Add Extra Chlorine to the Pool:

To prevent contamination from the anticipated debris and excessive storm water, "shock" the pool with a high dose of chlorine. Lower the pH first to around 7.2 for best results and run the filter after shocking for several hours to circulate.

Facility

- Conduct a walk-through of the facility. Make sure anything that could blow away is tied down or placed in the classroom or storage room.
- Take pictures of the facility in case the storm causes damage.
- Make sure all hurricane shutters are up and ready to go.
- Place a lock and chain on the back gate and front gate.

NOTE: All department heads should be in contact with all their staff regarding the status of hurricane and their role in the preparation of the site as well as other duties after the site has been prepped and how they can help out with other departments.

All Parks and Recreation staff should stay in touch with their supervisor for updates regarding when staff will return for post storm clean up.

POST STORM

- Contact your supervisor immediately after the storm has passed for updates on returning to work.
- Staff returning to the island- bring parking pass to get onto the Island- bring water, food, clean up tools and supplies (sunscreen, hats, mosquito spray, rubber gloves, work gloves, keys to site, hand sanitizer, sunglasses, flashlight, and recharging stick for cell phones) wear closed toes shoes and comfortable clothing for post hurricane clean up.
- Check with supervisor on where to be stationed.
- When Bay Oaks and the Pool get power- call volunteers to open up areas for residents to charge cell phones, cool off, use the restroom and get cold water.

Emergency Supplies List:

- 6 Flashlights – One for each staff person
- Extra bulbs and batteries for flashlights, lanterns and battery-operated fans.
- 4 Drills – (impact- lightweight- Porter Cable)
- 2 rechargeable batteries for each of the drills
- Generator, Gas Cans

- Screws/ Nails, Rope, Screw drivers – Philips and Flat head
- Work Gloves- 1 pair for each staff member plus 3 extra pairs - these are not to be used during the year but to be saved as part of hurricane supplies.
- Earplugs
- Safety Goggles
- Cooler for Ice and emergency food/drink for staff
- 4 - Power sticks to charge staff phones
- 2 rolls of Caution Tape
- Extension cords, 4 power strips
- Battery operated Fans w/extra batteries
- Extra first aid supplies
- Plywood to secure any broken door/window after the storm
- Blue Tarps, Roll of screening
- Hospital grade cleaners
- Bleach, Clorox Clean Up wipes, Paper towels, Hand sanitizer, window cleaner
- Ziplock bags assorted sizes
- Battery operated radio
- Portable key box
- Waterproof grab bags for staff
- Tool bags with tools
- Chain saws and blades
- Rakes & Landscape tools
- Ladders
- Green trash bags
- Buckets
- Orange cones
- Extra hardware for Fort Myers Beach Pool hurricane shutters
- Mops with extra Mop heads
- Collections emergency clean up kit
- Brooms, rags
- Extra padlocks
- Bungee cords, Zip ties
- Mosquito spray- bug repellent, sunscreen
- Smart water- electrolytes, request extra water jugs from Public Works

ANNEX E: HURRICANE PREPARATIONS FOR BEACH WATER (WATER UTILITY)



Preface

Chapter 62-555.350 (15) FAC

Disaster-Specific Preparedness/Response Plans

(15) Suppliers of water who own or operate a community water system serving, or designed to serve, 350 or more persons or 150 or more service connections shall develop a written emergency preparedness/response plan in accordance with Emergency Planning for Water Utilities, AWWA Manual M19, as adopted in Rule 62-555.335, F.A.C., by no later than December 31, 2004, and shall update and implement the plan as necessary thereafter. Said suppliers of water shall coordinate with their Local Emergency Planning Committee and their Florida Department of Law Enforcement Regional Security Task Force when developing their emergency plan and shall include in their plan all of the information in paragraphs (a) through (e) below.

- (a) A Communication Charts as described in Chapter 5 of AWWA Manual M19.
- (b) Written agreements with other agencies, utilities, or response organizations.
- (c) A disaster-specific preparedness/response plan as described in Chapter 5 of AWWA Manual M19 for each of the following disasters: vandalism or sabotage; a drought; a hurricane; a structure fire; and if applicable, a flood, a forest or brush fire, and a hazardous material release. Each disaster-specific preparedness/response plan shall incorporate the results of a vulnerability assessment; shall include actions and procedures, and identify equipment, that can obviate or lessen the impact of such a disaster; and shall include plans and procedures that can be implemented, and identify equipment that can be utilized, in the event of such a disaster.
- (d) Details about how the water system meets the standby power requirements under subsection 62-555.320(14), F.A.C., and, if applicable, recommendations regarding the amount of fuel to maintain on site, and the amount of fuel to hold in reserve under contracts with fuel suppliers, for operation of auxiliary power sources.
- (e) If applicable, recommendations regarding the amount of drinking water treatment chemicals, including chemicals used for regeneration of ion-exchange resins or for onsite generation of disinfectants, to maintain in inventory at treatment plants.

Specific Authority 403.861(9) FS. Law Implemented 403.852(12), 403.853(6), 403.861(17) FS. History-New 11-19-87, Formerly 17-22.650, Amended 1-18-89, 1-1-93, Formerly 17-555.350, Amended 8-28-03.

Time Extension for Submitting/Completing ERP – December 31, 2005

From: Hoofnagle, Van
 Sent: Thursday, October 21, 2004 11:25 AM
 Subject: Time Extension for Submitting/Completing ERP
 Importance: High

I am sending this e-mail because of possible confusion in some FDEP District Offices or ACHDs regarding the deadline for compliance with the emergency preparedness/response plan requirements in FAC subsection 62-555.350(15).

As John Sowerby and other staff mentioned during Focus On Change presentations early this year on FAC Rule 62-555.350 and during training this summer on the recent amendments to FAC Chapter 62-555, the FDEP intends to amend FAC subsection 62-555.350(15) to give all affected community water systems (i.e., all community water systems serving 350 or more persons or 150 or more service connections) **until the end of 2005** instead of the end of this year to complete a comprehensive emergency preparedness / response plan as required by FAC subsection 62-555.350(15). At this point, it will likely be after the end of this year before we officially make this change to FAC subsection 62-555.350(15). In the meantime, please do not take any enforcement action against community water systems who fail to meet the 12/31/04 deadline in FAC subsection 62-555.350(15). Thanks.



Section 1 Communication Charts

The first response step in any emergency is to inform the person at the top of this list, who is responsible for managing the emergency and making key decisions. List the water system chain of command in order of contact.

Water System Chain of Command – Lines of Authority

Order	Name & Title	Responsibilities During an Emergency	Contact Information
1	Steve Matuska, Utility Manager	Water System Spokesman, reports system assessments to Town Mayor and council, System operations, water quality, sampling, damage assessments, coordinating repairs, health advisories	Phone: 239-765-0202 Cell: 239-478-6163 Email: Smatuska@fmbgov.com
2	Roxanne Frank, Billing Manager	Phone call center and assisting in reporting health advisories, reports system assessments to Town Mayor and council	Phone: 239-286-2115 Email: roxanne.frank@fmbgov.com
3	Warren Rood, Lead Field Service Technician	System Operations, water quality sampling, damage assessments, and coordinating repairs	Phone: 239-463-9914 Cell: 239-425-5614 Email: warren@fmbgov.com
4	Kory Keel, Field Service Technician	System operations, water quality, sampling, damage assessments, coordinating repairs, health advisories	Phone: Cell: 239-218-1023 Email: kory.keel@fmbgov.com
5	Vincent Marchese, Field Service Technician	System operations, water quality, sampling, damage assessments, coordinating repairs	Phone: Cell: 239-313-1361 Email: vincent.marchese@fmbgov.com
6	Debra Hite, Administrative Specialist	Phone call center and assisting in reporting health advisories	Phone: 239-258-1637 Email: deborah.hite@fmbgov.com

Emergency Notification

Notification call-up lists – Use these lists to notify important parties of an emergency.

Emergency Notification List				
Organization or Department	Name & Position	Telephone	Cell Phone	e-mail
State Warning Point	Duty Officer	800-320-0519	800-320-0519	N/A
Local Law Enforcement	Desk	239-477-1830	N/A	N/A
Fire Department	Fire Chief	239-707-1154		N/A
Emergency Medical Services	Desk	239-533-3527	N/A	N/A
Water Operator (if contractor)	Green Meadows	239-267-1151	239-357-0187	N/A
County Health Department	Ian Lynge, Engineer Ileana Bracete, Environmental Manager	239-274-2216	Ileana-239-940-5197	Ian.Lyngse@flhealth.gov
DEP District Office	Lina Cerquera	239-344-5707	239-633-5441	Lina.Cerquera@floridadep.gov
County Emergency Management Dept.	Desk	239-477-3600	N/A	N/A
Local Leader (City Mgr., Mayor, Chair. Co. Comm., etc.)	Andy Hyatt, Town Manager	239-765-0202 EXT. 1100		Andyhyatt@fmbgov.com
Local Hazmat Team (if any)				
Hazmat Hotline		1-800-320-0519		
National Spill Response Center.	Duty Officer	800-424-8802	800-424-8802	N/A
Interconnected Water System(s)	Lee County Utilities	239-533-8700	N/A	N/A
Neighboring Water System	Bonita Springs Utilities	239-992-0711	N/A	N/A
FRWA Water Circuit Rider		850-668-2746		

Priority Customers

Organization Or Department	Name & Position	Telephone	Cell Phone	email
Hospital Or Clinic(s)	N/A	N/A	N/A	N/A
Nursing Home(s)	N/A	N/A	N/A	N/A
Public Schools	Ft. Myers Beach Elementary	239-463-6356	N/A	N/A
Private Schools	N/A			
Wastewater Treatment Plant	N/A			
Food Processing Or Other Industry	N/A			

Service / Repair Notifications

Organization Or Department	Name & Position	Telephone	Cell Phone	email
Electric Utility Co.	F.P.L.	1-800-375-2434	N/A	N/A
Electrician	Semmer Electric	239-463-2588	N/A	N/A
Gas / Propane Supplier	Teco Gas	1-877-832-6747	Gregory Crawford 904-710-8725	gacrawford@tecoenergy.com
Water Testing Lab.	Lee County Environmental Lab	239-533-8600	N/A	N/A
Sanders Laboratories, Inc	Testing Lab Katie Strothman	239-590-0337		katie@sanderslabs.net
Sewer Utility Co.	Lee County Utilities	239-936-0247 or 239-533-8700	Dewayne Tagg 239-357-1096	N/A
Telephone Co.	Century Link	1-800-786-6272	Justin Lane 239-984-7009	Justin.lane@centurylink.com
Plumber	N/A			
Pump Repair	Dave Lineley Mader Electric	239-731-5455	N/A	dave@maderelectricmotors.com

Service / Repair Notifications

Organization Or Department	Name & Position	Telephone	Cell Phone	email
"Dig Safe" or "One Call"	Sunshine	1-800-432-4770	N/A	N/A
Rental Equip. Supplier	Sunbelt Rentals	239-768-3636	N/A	N/A
Chlorine Supplier	N/A			
Other Chemical Suppliers	N/A			
Radio/SCADA Repair Co.	BCI, DcR, Lee Co.	239-731-6167 863-428-8080	239-707-0026 863-559-6162	N/A
Bottled Water Service	Crystal Water	800-201-6218	N/A	N/A
Bulk Water Supplier	Lee County Utilities	239-479-8700	N/A	N/A
Emergency Bulk Water Supplier	Bonita Springs Utilities	239-992-0711	N/A	N/A
Well Drilling Co.	N/A			
Pipe Supplier	Paul Schoeberle HD Supply	239-334-1997	239-633-5051	Paul.schoeberle@hdsupply.com
Pipe Supplier	Fortiline	239-332-0112	239-218-6650	N/A

Designated Public Spokesperson and Alternates

Designate a spokesperson (alternates) for delivering messages to the news media & public

Public Spokesperson	Name & Position	Telephone	Cell Phone
Spokesperson	Jennifer Dexter	239-463-9914	239-462-4935
Alternate 1	Andy Hyatt, Town Manager	239-765-0202	
Alternate 2	Steve Matuska		239-478-6163

Key Messages

Develop possible messages in advance, and update them as the emergency develops

- Precautionary Boil Water Notice – (Date) Therefore, as a precaution, we advise that all water used for drinking, cooking, making ice, brushing teeth, or washing dishes be boiled. A rolling boil of one minute is sufficient. As an alternative, bottled water may be used. This Precautionary Boil Water Notice will remain in effect until a bacteriological survey shows that the water is safe to drink. Please feel free to contact the office at the number listed should you have any further questions or concerns.
- Rescission of Precautionary Boil Water Notice- The (Date) Precautionary Boil Water Notice is hereby rescinded for Fort Myers Beach following the low pressure drop issue and the satisfactory completion of the Bacteriological survey showing the water is safe to drink. If you have any questions, please call Beach Water at (239) 463-9914

Health Advisories – Boil Water Notices

Use the assistance of your County Health Department and/or District FDEP office, and FDEP's Mandatory Health Effects Language, located on FDEP's website at:

<http://www.doh.state.fl.us/environment/water/manual/boil.htm>

<http://www.DEF.state.fl.us/water/drinkingwater/rules.htm>,

and click on "Mandatory Health Effects Language", PLUS EPA's templates at:

<http://epa.gov/safewater/pn.html>

Click on "Microsoft Word and Word Perfect files of PN templates" (PN means Public Notifications), then determine which "Tier" of notifications is needed and click on the desired software to receive them in.

Enter POST-Hurricane (event) information

<http://stormtracker.dep.state.fl.us/default.asp>

*****It is important to update the status and other additional important information regarding a particular facility whenever that information changes**

Precautionary Boil Water Notice- What Should You Do?

Public Water System Name

Telephone Contact Number: 239-478-6163

If during a hurricane, tropical storm or unforeseen emergency, our water system loses power and water pressure, we will issue a precautionary boil water notice (PBWN) to our customers. **For source PWSs selling to consecutive systems, add the following: Our water is bought and used by the following water suppliers and so a boil water notice would also apply to Purchase/Consecutive PWS names**

Water pressure keeps pollutants from entering the underground pipes that bring drinking water to your house or business. When the pressure is lost, contaminants can seep into the pipes. This might allow pathogens (disease-causing germs) into the water that can cause illness if one drinks it or prepares food or beverages with it. So, as a precaution, it is important to disinfect tap water to kill any bacteria or viruses that may have entered the water, or use an alternative source of water (bottled water).

Under a boil water notice, water used for consumption can be disinfected by any one of the following methods:

- Bringing the water to a rolling boil and holding it there for one (1) minute, OR
- Using a disinfecting chemical. If you cannot boil water, you should put eight (8) drops of common household bleach (unscented) which is about 1/8th teaspoon, into one (1) gallon of tap water, then shake it, and allow it to stand for 30 minutes before drinking. If the water is cloudy, use sixteen (16) drops, about 1/4 teaspoon of bleach instead of 8, shake it, and let it stand for 30 minutes. There should be a slight chlorine odor. Use common household bleach that has 5% to 8% active ingredients. Use food grade containers. OR
- Using water purification tablets or iodine that many sports and camping stores sell, and follow their directions.

You can also buy commercial bottled water for consumption and food preparation as an alternative.

Consumption includes brushing teeth, washing fruits and vegetables, and homemade ice. Tap water may be used for showering, baths, shaving and washing, so long as care is taken not to swallow or allow water in eyes or nose or mouth. Children and disabled individuals should have their bath supervised to ensure water is not ingested. The time spent bathing should be minimized. Though the risk of illness is minimal, individuals who have recent surgical wounds, are immunosuppressed, or have a chronic illness may want to consider using bottled or boiled water (that has cooled) for cleansing until the notice is lifted.

Businesses and non-residential sites should take steps such as posting notices at, or disabling water fountains and ice machines during the PBWN. If you provide water to visitors or employees, use commercially produced bottled water for drinking or beverage preparation (coffee). Food service operations have additional requirements from their regulatory agency.

After the water system is repaired, and the pressure is restored in the pipes to your home or business, the precautionary boil water notice will remain in effect for one to several days while bacteria tests are conducted to assure the safety of the water. The notice will be lifted (rescinded) only after tests prove the water is safe to drink. It may be lifted in sections of the city/county as those areas' pipes are cleared and the water deemed safe to drink. The media will be provided information updates and you should listen for this important information on the radio and/or from the television. Flush your taps and dispose of ice made during the PBWN.

The employees of **Public Water System Name**, your public water system, take great care in assuring that your water is safe to drink, and we appreciate your cooperation with the precautionary boil water notice to protect public health during this difficult time. Please call us at the phone number above if you have questions or concerns. The County Health Department can also assist you with answers to questions.

FDOH in Lee County - Telephone Contact Number: (239) 274-2200

October, 2018

Florida Department of
Environmental Protection
South District Office
2295 Victoria Avenue, Suite 364
Fort Myers, Florida 33901

To: Fort Myers Beach Water System
PWS ID 5364145

Subject: Issuance of Precautionary Boil Water Notices during Hurricanes, Tropical Storms, or Other Unforeseen Emergencies for Community Water Systems

Dear Water System Owner/Manager:

With the start of hurricane season, we would like to remind you of the requirements related to the issuance of precautionary boil water notices (PBWN) in the event of specific emergencies. The goal is to enhance communication and coordination between the impacted water system, your water customers, regulatory food agencies, the Florida Department of Health in each county (county health departments or CHDs), and the Department of Environmental Protection (DEP) District Office. Effective communication between entities and consistency in the application for these guidelines is critical for public health protection during emergencies.

When an emergency event occurs that warrants a precautionary boil water notice (PBWN), it is vital that the public water system first notifies its water regulatory agency (DEP District Office or Approved County Health Department (ACHD)) about the situation. This is required under Rules 62-555.350(10)(b) and 62-560.410(1)(a)1 and (9), Florida Administrative Code (FAC). When the water system is regulated by DEP, then we request that you also notify the county health department about an event requiring a PBWN. By rule, it is the water utility's responsibility to provide public notification to its affected consumers. However, the ACHD and DEP must be consulted and they will initiate customer notification (a PBWN) if the PWS cannot or will not do so. Following the issuance of a PBWN, communication and coordination must continue.

In the event that you have a power outage or system malfunction that results in zero pressure in portions of, or your whole distribution network, you need to:

- Call, and e-mail or FAX the PBWN to your DEP District Office, or ACHD Office
- Call, and e-mail or FAX the PBWN to the CHD and your county emergency operations center (if phones are down, hand deliver a message to the EOC)
- E-mail or FAX the PBWN to the media serving the affected area
- If it is a localized event, directly notify individual residences and establishments within affected area via door-hangers or other means as appropriate

- Update “Storm Tracker” to include the date the PBWN was issued and specific area affected
- A public water system that exceeds maximum contaminant levels for E. coli, fecal coliform or turbidity, or has a situation or failure that may pose an acute human health risk, must also provide notification to the public as required in Chapter 62- 560.410(1), FAC
- The PBWN must state the name of the PWS, the area affected, the time and date of issuance, what happened, corrective measures you are taking, what the public should do, your contact number, and other information required and listed in Chapter 62- 560.410(5), FAC
- Undertake needed corrective actions to the water system, restore pressure and maintain disinfectant residual, perform flushing as needed, and test for coliform bacteria as prescribed by the agency overseeing your system
- After lab results prove satisfactory, send a copy of the lab results to the applicable regulatory agency, obtain their approval, and rescind the PBWN if you issued it; and DEP or the CHD will rescind if they issued it

When corrective actions are completed, a predetermined number of representative water samples must be collected and tested to validate the microbiological safety of drinking water provided to consumers. The required number of water samples depends upon the population affected and the nature of the incident. For a system-wide outage resulting from power loss, multiple pipe ruptures, or major drop in water pressure in the distribution system, the utility is responsible to collect the same number of representative water samples according to its approved, written microbiological sampling plan. For a community system, this is your monthly compliance set of bacteriological samples.

However, if only an isolated smaller portion of your system is under the PBWN, the number of required clearance coliform samples shall be set at one (1) per 1,000 people affected similar to the Chapter 62-550.518, FAC, table, starting with a minimum of two samples. The DOH PBWN Guidance requires at least one day of satisfactory samples before rescinding (lifting) the notice. If you have main breaks, two consecutive days are usually required to be satisfactory per 62-555.340, FAC.

Note that a simple water main break or other localized event would require representative water samples within that defined area in accordance with Chapter 62-555.340, FAC. Analytical laboratory results for the samples must be provided to the regulatory agency or CHD prior to rescinding the boil water notice. We encourage you to request that your lab send those results directly to the regulatory office. Whichever entity (PWS, DEP, or CHD) issues the PBWN, must also properly rescind it.

We have attached a public fact sheet template and encourage you to use this to alert your customers in advance of what to do when a PBWN is issued. This also explains what your customer can expect for the several days if a PBWN has been issued and the requirements to rescind (lift) the PBWN. Feel free to modify it with local information that you deem important. We believe that sending this type of information as a bill stuffer or flyer before the next hurricane

would help your customers stay aware and healthy should they not be able to receive media announcements or use the internet due to area damage.

If you have any questions regarding the information in this letter, please contact either your DEP District Office drinking water program staff or ACHD Office drinking water section. The rule referenced Precautionary Boil Water Notice Guidance with examples is online at: <http://www.floridahealth.gov/healthy-environments/drinking-water/Flooded-wells.html>

Sincerely,

Brian P. Bates, P.E. Professional Engineer II

Florida Department of Health in Lee County 60 South Danley Drive, Unit 1
Fort Myers, FL 33907

Email: brian.bates@flhealth.gov; phone: (239) 274-2200; fax: (239) 274-2201
After hours emergency phone: (239) 872-0349



Section 2

Written Agreements With Other Agencies, Utilities, or Response Organizations

INSERT BELOW information regarding any written agreements with other agencies, utilities, or response organizations, such as emergency interconnects, mutual aid or FlaWARN.

Emergency Interconnect(s)

Information on the location of interconnection(s) (if any), type and size of interconnecting pipe, pumps and accessory equipment, meters at interconnection(s), normal pressures at both ends of interconnection, volume of water from interconnection(s), type of agreement and approvals needed for use, procedures necessary to use interconnection, etc.

Location (Street)	8400 Estero Blvd.
Location (GPS)	N/A
Description	Bonita Springs Utilities

Memoranda of Understanding

Organization	N/A
Summary of Understanding	N/A

Mutual Aid Agreements

Organization	N/A
Summary of Understanding	N/A

FlaWARN

WEBSITE FOR AGREEMENT: www.flawarn.org

Organization	N/A
Summary of Understanding	N/A



Section 3

Disaster-Specific Preparedness/Response Plan

Your disaster-specific preparedness/response plan must include a Vulnerability Assessment and preparedness / response plans for: vandalism or sabotage; a drought; a hurricane; a structure fire; and if applicable, a flood, a forest or brush fire, and a hazardous material release.

In any event there are a series of general steps to take:

1. Confirm and analyze the type and severity of the emergency.
2. Take immediate actions to save lives.
3. Take action to reduce injuries and system damage.
4. Make repairs based on priority demand.
5. Return the system to normal operation.

Vulnerability Assessment

It is essential that water systems identify and assess the vulnerability of each system component for both natural and human-caused emergencies, before preparing their disaster-specific preparedness/response plans. Prepare your Vulnerability Assessment by completing the table below:

Facility Vulnerability Assessment

System component	Description and condition	Vulnerability	Security improvements (indicate existing or proposed)
Raw Water Sources	N/A		
Pump-house and pumping facilities	Moss Marina pump station: 2 HSP in chain link fence enclosure. North Booster Station: pump station and ground storage tank, 2 HSP in metal building enclosed by a chain link fence. South Booster Station: pump station and ground storage tank, 3 HSP in CBS building.	2 HSP and telemetry system 2 HSP and telemetry system 3 HSP and telemetry system	Moss Marina has a new chain link fence with barbed wire top, with locking electrical panels. North Booster Station has locking electrical panels inside the metal building. South Booster Station has locking electrical panels inside a CBS building with locked doors and security system.
Treatment Facilities	N/A		
Storage Facilities	South pump station storage tank is a 1,000,000 gallon	Water Tanks	Ladder and tank behind locked doors of CBS building.

System component	Description and condition	Vulnerability	Security improvements (indicate existing or proposed)
	cement ground storage tank. North pump station storage tank is a 500,000 gallon metal tank.		Ladder has been removed, tank inside chain link fence.
Distribution System	Approximately 30 miles of water mains, 60% asbestos cement, 30% PVC, and 10% galvanized lines, 247 Fire Hydrants and approximately 600 valves	Fire Hydrants, valves	
Computer and telemetry systems	Telemetry at all 3 stations	Radio frequency interruptions, or shut down.	All telemetry systems locked inside panels

A. Vandalism or Sabotage Response Procedures

1. Utility staff first aware of incident:
 - a) Notify State Warning Point
 - b) Notify Health Department
 - c) Notify Local Law Authority
2. Isolate Area
 - a) Shut down station
 - b) Valve off distribution system area
3. Draw samples for testing
 - a) Before affected area
 - b) After affected area

B. Drought Response Procedures

Include water use restrictions per Consumptive Use Permit

1. Per Southwest Florida Water Management District Directives and Ft. Myers Beach Ordinance 96-09
 - a)
 - b)
2.
 - a)
 - b)
3.
 - a)
 - b)

C. Hurricane Preparedness & Response Procedures

Pre- Hurricane (36 to 48 hrs prior to arrival)	1. Secure stations, lock panels, check fuel levels of generators 2. Contact water plant
Hurricane Watch (24 to 36 hrs prior to arrival)	1. Check stations 2. Have water plant fill storage tanks 3. Secure office, raise things off the floors in case of storm surge
Hurricane Warning (24 hrs or less prior to arrival)	1. Check stations, tanks, and pumps for damage 2. Check tank levels 3. Check generators
Recovery Procedures	1. Check stations, tanks, and pumps for damage 2. Check distribution system for signs of leaks or damage 3. Take water quality samples, notify Health Department of damages

D. Structure Fire Response Procedures

1. Utility staff discovering fire:
 - a) Disconnect power supply to building
 - b) Notify fire department
 - c) Shut down booster station
 - d) Notify water plant
 - e) Notify Town

E. Flood Preparedness & Response Procedures

Is any critical part of your system in a flood prone area? If so, this procedure is required.

1. Billing office
 - a) Pick up paper products off floors and lower shelves
 - b) Unplug electrical components and raise off floor
2. Pump Stations
 - a) Pick up paper products off floor and lower shelves
 - b) Lock electrical panels and unplug electrical components
3.
 - a)
 - b)

F. Forest or Brush Fire Response Procedures

Is any critical part of your system subject to forest or brush fire? If so, this procedure is required.

1.
 - a)
 - b)
2.
 - a)
 - b)
3.
 - a)
 - b)

G. Hazardous Material Release Response Procedures

Do you have any hazardous material (chlorine gas) at your water system? If so, this procedure is required.

1. Not applicable
 - a)
 - b)
2.
 - a)
 - b)
3.
 - a)
 - b)

H. Other Disaster Response Procedures

NONE OF THIS EXAMPLE IS REQUIRED by DEP in Chapter 62-555.350(15). Use it only if there are other disasters that you want to prepare for, such as a Contamination Event, SCADA Attack, or Structural Damage from an Intentional Act?

Contamination

1.
 - a)
 - b)
2.
 - a)
 - b)

SCADA Attack

1. Follow Lee County Protocol
 - a)
 - b)
2.
 - a)
 - b)

Structural Damage from an Intentional Act

1.
 - a)
 - b)
2.
 - a)
 - b)



Section 4

Standby Power Requirements

Include details about how the water system meets the standby power requirements as described in Ch. 62-555.320(14), and 62-555.350(15)(d) FAC for water source, treatment, and pumping facilities necessary to deliver drinking water at a rate at least equal to the Average Daily Water Demand.

Standby Power for Wells or Surface Water Intakes

Standby Power (or by alternate means) to OPERATE WELLS at Average Daily Demand

Average Daily Demand (ADD) in gpd or gpm	NOT APPLICABLE
Wells Needed to Supply Average Daily Demand	
Standby Generator (kW) Needed for ADD & Power Failure Transfer, Alarms & Notifications	
Generator Fuel Consumption	gallons per hour
Recommended On-Site Fuel Storage (gallons)	
Reserve Fuel by Supplier Contract	

Standby Power for Treatment Facilities

Standby Power (or by alternate means) to TREAT WATER at Average Daily Demand

Treatment Facilities Needed to Supply ADD	NOT APPLICABLE
Standby Generator (kW) Needed to Operate ADD Treatment Facilities	
Power Failure Transfer, Alarms & Notifications	
Generator Fuel Consumption	gallons per hour
Recommended On-Site Fuel Storage (gallons)	
Reserve Fuel by Supplier Contract	

Standby Power for Pumps

Standby Power (or by alternate means) to PUMP WATER at Average Daily Demand

Pumps Needed to Supply ADD	1 HSP # 402
Standby Generator (kW) Needed to Pump ADD	<u>Moss Marina (MASTRY GENERATOR) Diesel</u>
Power Failure Transfer, Alarms & Notifications	Notified by water plant
Generator Fuel Consumption	1 gallons per hour
Recommended On-Site Fuel Storage (gallons)	500 gallons
Reserve Fuel by Supplier Contract	500 gallons

Standby Power for Pumps

Standby Power (or by alternate means) to PUMP WATER at Average Daily Demand

Pumps Needed to Supply ADD	1 HSP # 503
Standby Generator (kW) Needed to Pump ADD	<u>North Booster (MASTRY GENERATOR) Diesel</u>
Power Failure Transfer, Alarms & Notifications	Notified by water plant
Generator Fuel Consumption	1 gallons per hour
Recommended On-Site Fuel Storage (gallons)	500 gallons
Reserve Fuel by Supplier Contract	500 gallons

Standby Power for Pumps

Standby Power (or by alternate means) to PUMP WATER at Average Daily Demand

Pumps Needed to Supply ADD	1 HSP # 703
Standby Generator (kW) Needed to Pump ADD	<u>South Booster (MASTRY GENERATOR) Diesel</u>
Power Failure Transfer, Alarms & Notifications	Notified by water plant
Generator Fuel Consumption	1 gallons per hour
Recommended On-Site Fuel Storage (gallons)	500 gallons
Reserve Fuel by Supplier Contract	500 gallons



Section 5 Drinking Water Treatment Chemicals & Disinfectants

Include recommendations regarding the amount of drinking water treatment chemicals, to maintain in inventory at treatment plants. Do not just list chemical storage capacity, but instead recommend the minimum amount of chemicals to maintain in inventory, which depends upon the location and reliability of chemical suppliers, the status of impending disasters, etc.

Disinfection Treatment Information

Disinfection Chemical(s)	Chemical / Location No. 1	Chemical / Location No. 2
Name of Chemical	NOT APPLICABLE	
Type of Chemical Feed		
Chemical Storage Location		
Recommended Minimum Amount to be Maintained in Storage (gal)		

Other Chemical Information (NOT APPLICABLE)

Chemical(s) Used	Chemical #1	Chemical #2	Chemical #3	Chemical #4
Name of Chemical				
Type of Chemical Feed				
System Location				
Chemical Storage Location				
Recommended Minimum Amount to be Maintained in Storage (gal)				



Appendix A

Basic System information

This information is useful and recommended for inclusion in your ERP, it is not required by DEP in Chapter 62-555.350(15).

Keep this basic information readily available for when you need it for emergency responders, repair people, the news media and potentially, an emergency operator.

Basic System Information

GPS coordinates will help emergency crews find your system following a major catastrophe. System identification number (PWS ID)	5364145	
System name and address	Ft. Myers Beach Water Services 2525 Estero Blvd. Ft. Myers Beach FL 33931	
GPS Coordinates	Latitude:	Longitude:
Basic description and location of system facilities	Consecutive water system supplied by Lee County Utilities through a 16" and 16" water mains crossing Matanzas pass with three pumping stations located at Moss Marina and two storage tanks and pumping stations, one 1 million gallon located at 131 Lenell Rd. and one 500,000 gallon tank located at the corner of Lagoon and Estero	
Population served and service connections.	Population = 9600	Connections = 3200
System Owner	Town of Fort Myers Beach	
Management Authority	Town of Fort Myers Beach	
Name, title, and phone numbers of person responsible for maintaining and implementing the ERP.	Steve Matuska Utility Manager Cell# 239-478-6163	

System Demand

Demand based on Monthly Operational Records and system capacity based on Sanitary Survey.

Average Daily Demand (gpd)	1,000,000
Maximum Daily Demand (gpd)	2,000,000

System Capacity (gpd)	1,500,000
Peak Hour Demand (gpm)	2580

Location of Pertinent Information

Item	Location
Distribution System Map	2525 Estero Blvd
O&M Manual(s)	2525 Estero Blvd Utility Manager's Office
Start-Up / Shut-Down Procedures	2525 Estero Blvd Utility Manager's Office

Well Information (NOT APPLICABLE)

GPS coordinates will help emergency crews find wells following a major catastrophe.

Well Information	Well No. 1	Well No. 2	Well No. 3	Well No. 4
GPS well tag #				
Location (street)				
GPS Coordinates	Lat: Long:	Lat: Long:	Lat: Long:	Lat: Long:
Well Depth (ft)				
Well Yield (gpd)				
Pump Type				
Manufacturer				
Capacity (gpm)				
Motor Manufacturer				
Horsepower				
Phase				
Volts/Amps				

Surface Water Sources (NOT APPLICABLE)

GPS coordinates will help emergency crews find surface water intakes following a major catastrophe.

Surface Water Information	Intake No. 1		Intake No. 2	
Location (Street / Description)				
GPS Coordinates	Lat:		Lat:	
	Long:		Long:	
Critical Water Level				

High Service Pumps HSP	HSP No. 1	HSP No. 2	HSP No. 3	HSP No.
Location (street)	131 Lenell	131 Lenell	131 Lenell	
Pump Type	Horizontal, HSP	Horizontal, HSP	Horizontal, HSP	
Manufacturer	Gould	Gould	Gould	
Capacity (gpm)	350	375	1200	
Motor Manufacturer	Baldor	Siemens	Baldor	
Horsepower	50	60	100	
Phase	3	3	3	
Volts/Amps	460	460	460	

High Service Pumps HSP	HSP No. 1	HSP No. 2	HSP No. 3	HSP No.
Location (street)	815 Lagoon	815 Lagoon	815 Lagoon	
Pump Type	Removed	Horizontal, HSP	Vertical, HSP	
Manufacturer		Aurora	Gould	
Capacity (gpm)		300	500	
Motor Manufacturer		Marathon Electric	Crown Triton	
Horsepower		50	75	
Phase		3	3	
Volts/Amps		460	460	

High Service Pumps HSP	HSP No. 1	HSP No. 2	HSP No. 3	HSP No.
Location (street)	Moss Marina	Moss Marina		
Pump Type	Vertical, HSP	Vertical, HSP		
Manufacturer	Layne	Layne		
Capacity (gpm)	860	860		
Motor Manufacturer	US Electric	US Electric		
Horsepower	30	30		
Phase	3	3		
Volts/Amps	460	460		



Appendix B Training and Rehearsals

This information is useful and recommended for inclusion in your ERP, it is not required by DEP in Chapter 62-555.350(15).

Event	Description	People & Organizations Involved	Date



Appendix C Plan Approval

This information is useful and recommended for inclusion in your ERP, it is not required by DEP in Chapter 62-555.350(15).

Plan Approval

This plan is officially in effect when reviewed, approved, and signed by the following people:

Name / Title	Signature	Date
Steve Matuska, Utility Manager		

Additional Contact Information:

DEP District offices:

Northwest (850) 595-8300

Northeast (904) 256-1700

Central (407) 894-7555

Southwest (813) 632-7600

Southeast (561) 681-6600

South (239) 344-5600

Phosphogypsum (813) 632-7600

Florida Rural Water Association – (850) 668-2746

Stormtracker Contact Center – (866) 742-0481

ANNEX F: FORT MYERS BEACH FIRE DEPARTMENT HURRICANE PLAN

DRAFT

DRAFT

1. **Requested Motion:**

Meeting Date: September 11, 2023

Authorize the Town Manager to execute the Lee County Tourist Development Council grant documents for Fiscal Year 2024.

Why the action is necessary:

Town Council approval is requested for grant agreement execution. The Town of Fort Myers Beach has historically matched the grant request by paying for some items that are not eligible for reimbursement, such as uniforms, cell phones, radios, parking signs, and insurance premiums. The Town also provides a match for items that are eligible for reimbursement, such as a small portion of in-house labor, equipment, vehicles, signage and janitorial supplies.

What the action accomplishes:

TDC funding allows the Town of Fort Myers Beach to receive funds to support the upkeep of 29 public beach accesses, including the landscape and public restrooms at Mound House and Newton Beach Park and Beach Profile Monitoring.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Jason Freeman, Public Works
Director

5. **Background:**

Earlier this year, at the January 9, 2023 Town Council meeting, approval was given to apply for TDC grant funding for eligible maintenance and capital projects. TDC funding allows the Town of Fort Myers Beach to receive funds to support the upkeep of 29 public beach accesses, including the landscape and public restrooms at Mound House and Newton Beach Park and Beach Profile Monitoring. A portion of BASE salaries and Public Works employees are funded through this grant.

Lee County Tourist and Development Council

In 1982, Lee County citizens voted by referendum to form a tourism organization that would promote Lee County's off-season vacation assets in the United States and abroad. A two-percent tax on short-term accommodations was approved to support the new Lee County Tourist Development Council (TDC) and its promotions. In 1988, an additional one percent tourist tax was levied to a total of three percent to support the Beach & Shoreline Capital Improvement Program.

The Tourist Development Council is a nine-member Council appointed as an advisory committee to the Lee County Board of County Commissioners (BOCC). TDC members oversee the entire tourist development tax fund, provide direction on programs and budget, and review the expenditures of the Lee County Visitor & Convention Bureau (VCB) quarterly.

The TDC appointed seats are comprised of three elected officials, three representatives from accommodations collecting the tourist tax, and three representatives from tourism-related industries, as directed by Florida Statute 125.0104.

Each year the TDC approves funding for the maintenance of Lee County beaches, for beach renourishment projects, and for beach and shoreline capital projects such as piers, boardwalks, parks and re-vegetation.

In 2005, the BOCC approved an additional two percent tourist tax to a total of five percent in order to compete in an ever-changing world and an increasingly competitive travel market.

Our beaches and ecology are the main draw of visitors to Lee County, and the beach and shoreline program serves as a great enhancement to these assets with funding provided by the tourist development tax. Utilizing 26.4% of the five-cent bed tax, this program has provided more than \$100 million dollars for a variety of county wide projects related to beach maintenance, beach nourishment, and park development. Each of these projects represents a cooperative effort with governmental agencies in Lee County from our local municipalities to the federal government. With the countywide nature of the program, new recreational opportunities are being provided in areas of Lee County that our visitors have not historically frequented, thus encouraging further exploration.

This program provides direct benefits to visitors and residents alike, all with the goal of promoting tourism while preserving and enhancing our beaches and shoreline. Many of these projects have proven to have a major impact on visitor activity. For more information, visit <https://www.leevcb.com/funding-programs/beach-and-shoreline>.

The Town of Fort Myers Beach has been awarded the following projects for the 2023-2023 Lee County fiscal year 2023/2024

401895	Operation Beach Maintenance	\$1,196,600.00
403388	Restroom Trailer at Palm Ave Bch. Access	\$10,100.00
403389	Beach Access Boardwalk Replacements	\$323,761.00
401922	Newton Bch Park Shade Structure Replace	\$4,463.00

Attachments:

1. Town of Fort Myers Beach TDC Project Requests FY23 24
2. TownFMBTDCFundingfy2000thru2023
3. 401895FMBmaintenance
4. 401922NewtonShadeStructure
5. 403388PalmAverestroom
6. 403389Beachaccessboardwalks
7. Beach and Shoreline ineligible items for funding
8. Beach Shoreline Program Approval Criteria

Financial Impact:

The TDC has provided the Town of Fort Myers Beach with millions of dollars of funding over the years for Beach Renourishment, Beach Monitoring and the Maintenance of the Beach Accesses including Mound House and Newton Beach Park properties. See attached proposal for past funding amounts. The grant awarded last year was \$1,408,825 with a Town match of \$218,090. See attached funding request and match for FY24.

6. Alternative Action

Do not approve

7. Management Recommendations:

Authorize the Town Manager to execute the FY23-24 grant agreements.

8. Recommended Approval:

Jason Freeman, Public Works Director
 Jeff Hauge, Interim Culture, Parks & Recreation Director
 Gretchen R.H. Vose, Town Attorney
 Amy Baker, Town Clerk

Created/Initiated - 8/30/2023
 Approved - 8/30/2023
 Approved - 8/31/2023
 Approved - 8/31/2023

Beach and Shoreline projects to submit to Lee County Tourist and Development Council (TDC) for funding

Fiscal Year 2024

Maintenance Project Request:

Beach and Shoreline Maintenance – (Approximately \$1,250,000 request plus \$215,000 Town Match)

Funding by the Lee County Tourist and Development Council (TDC) provides the Town of Fort Myers Beach the ability to maintain beach and shoreline properties in a clean, attractive, and accessible manner. TDC Funding also allows the Town to protect and enhance the natural environment of the beaches and elevate the overall visitor experience. The Town has been working continuously since Hurricane Ian made landfall to clean up and reestablish the beaches and public accesses for the community and future visitors and is requesting funding to continue required maintenance and improvements to these public areas. All beach accesses and facilities were damaged including most of the signage, Mobi Mats, native landscaping, bike racks, and tools and equipment necessary to maintain all public beach accesses.

The Town is requesting funding for the equivalent of seven full-time positions (including overtime) and 34% of Beach Patrol's time to dedicate for beach and shoreline maintenance activities. These activities include litter, waste and recycling removal, landscape maintenance and maintenance to pedestrian pathways that provide visitor access. Funds requested also include maintenance and upkeep of 29 Beach Accesses including repairs to existing boardwalks, Mound House native landscape, 216 Connecticut Street native landscape, Newton Beach Park native landscape and janitorial requirements for the public restroom facilities at Mound House and potential replacement facilities at Palm Avenue and Newton Beach Park, if funds are approved. At various peak times throughout the year, the Town uses contracted labor to supplement staffing to maintain a quality beach experience. Out of the 7 full-time employees and 3 part-time employees, 2 full-time equivalent positions maintain the Mound House, 216 Connecticut Street (Mound House overflow parking facility) and Newton Beach Park landscapes and public restroom facilities.

It is the Town's intention, in addition to the on-going restoration maintenance related work, to continue the enhancements to its beach accesses by returning native landscaping, maintaining the natural beauty of the beaches, signage, and improving accessibility.

Mound House, Estero Bay (Approximately \$165,000 plus \$20,000 vehicle replacement = \$185,000)

Located directly off Estero Bay on Fort Myers Beach, Mound House serves thousands of visitors annually who come to fish, boat, kayak the Great Calusa Blueway Paddling Trail, and learn about the site's unique history and ecology as they stroll along the beautifully landscaped shoreline property. These funds if awarded will be used to maintain and replace the native landscaping, repair the boat dock, replace interpretive signage, and to maintain the public restroom facilities that are used by visitors daily. This request also includes maintaining the native landscape at 216 Connecticut Street (Mound House overflow parking facility). The pet-friendly grounds are open every day from sunrise to sunset.

Newton Beach Park, Gulf of Mexico (Approximately \$125,000)

Newton Beach Park is located at 4650 Estero Boulevard directly on the Gulf of Mexico and is one of the most popular beach accesses on Fort Myers Beach. The site sustained catastrophic damage during Hurricane Ian and all facilities (public restrooms, 1950s historic cottage, shade structures, boardwalk, interpretive signs, native landscape and the beach shower station) were destroyed. The remaining cost of items that are not 100% reimbursable from insurance that were damaged during Hurricane Ian, are being requested for FY24 in order to expedite a high-quality visitor experience and to help protect the natural surroundings. Items that are reimbursable from FEMA after the funds have been distributed will be tracked and put towards future funding

costs to reduce the amount needed for future TDC requests. Free environmental programming is conducted weekly by Mound House interpretive staff to enhance the visitor experience. The Town of Fort Myers Beach is requesting funds for shade structures, temporary restroom facilities, interpretive signs, a beach shower station and materials needed to replenish and maintain the native landscape. These funds if awarded, will continue to enable the Town to provide a clean, attractive public facility to meet the needs of visitors to Fort Myers Beach.

Beach Profile Monitoring, Gulf of Mexico (Approximately \$32,013 request plus \$15,000 Town Match)

Conduct beach profile monitoring surveys of the active beach zone along the shoreline of Estero Island at each R-Monument, from R-174A to R-210. Profiles surveys shall extend landward to the FDEP monument location or approximately 150 feet landward of the vegetation line, whichever is more seaward. If the point 150 feet landward of the vegetation line cannot be reached because of an obstruction, such as a building, bay water, mangroves or other impassible vegetation or obstacle, then the survey line may be stopped at the obstacle and shall be noted as such in the survey field book. Coastal armoring is generally not an impassible obstacle and is normally to be surveyed. Upland profiles shall extend seaward to a waiting depth deep enough to provide an approximate 50-foot overlap with the offshore portion of the profile survey where environmental conditions allow. Offshore profile surveys will extend seaward 3,000 feet from MHW or to the profile closure, whichever is more landward.

The survey report shall include beach profile plots depicting the 2023 and 2024 surveys, 2024 MHW shoreline position and 2023-2024 MHW change tables, and 2023-2024 beach profile volume changes to seaward point of active transport.

Capital Projects – Beach and Shoreline = \$100,000

Restroom at Palm Avenue Beach Access

Trailer (approximately \$100,000; \$60,000 for procurement of trailer, \$40,000 for permits, site work etc.)

Option 1 Trailer: Standard – 3 ADA restrooms total to return to same as FY21/22 project

Capital Projects - Newton Beach Park = \$202,500

Temporary public restrooms (1 ADA restroom and 4 private restrooms trailers) \$45,000

5 Shade Structures \$41,000

Beach Shower \$6500

Boardwalk/ ramp \$110,000

Funding History

Previous TDC Approved Funding

FY22/23

1,408,825

FY21/22

\$934,888

Capital Projects

Palm Ave Restroom: \$95,000

FY20/21

\$1,267,625

FY19/20

\$1,135,230

\$127,038 (Out of cycle request) Additional funds for Newton Beach Park Restroom Renovation

FY18/19

\$1,340,970

FY17/18

\$955,400



TDC FUNDING SUMMARY Town of Fort Myers Beach

TDC funding may be requested annually for eligible Beach & Shoreline or Marketing projects in Lee County. Information and guidelines on the VCB's three (reimbursement) funding programs can be viewed here: <https://www.leevcb.com/funding-programs>

TDC funding allocated to the Town of Fort Myers Beach or other agencies since fiscal year 2005 are as follows:

A. Beach & Shoreline Projects	\$ 41,879,696
B. Events Marketing	\$ 653,417
C. Attractions Marketing	\$ 887,200

TOTAL TDC funding allocated (FY2005-2023): \$ 43,433,813

A. TDC BEACH & SHORELINE PROJECT FUNDING – EXAMPLES

Beach Renourishment and monitoring

FY2005-23	Lee County Natural Resources-North Estero Island	\$1,803,701
FY2021-22	Town of Fort Myers Beach	\$ 372,013
FY2014-15	Coastal Management Plan	\$ 140,000

Facility Maintenance and Development

FY2005-2023	Operation Beach Maintenance	\$ 12,376,301
FY2007-09, 2016	Mound House development	\$ 1,312,201
FY2010-11,14,17,20	Newton seawall, shade structure, restroom	\$ 585,038
FY2010,14,15,22	ADA portable restrooms	\$ 333,008
FY2008-09, 14-16	Beach and Bayside Access improvements	\$ 640,415

Beach & Shoreline Funding to Lee County for projects on Fort Myers Beach

FY2005-2023	Lynn Hall/Bowditch Pt, Accesses	\$ 7,489,550
FY2005,6,11,16	Lynn Hall Park and FMB Pier Repairs	\$ 2,198,000
FY2011	Crescent Beach Family Park	\$ 5,600,000
FY2007	San Carlos Bay-Bunche Beach Preserve	\$ 500,000
FY2019-20,22-23	Lee Tran-Fort Myers Beach free Tram	\$ 1,538,017

Beach & Shoreline Funding to other agencies with countywide benefit

FY2011-23	MOTE Marine Lab (Beach Reporting system)	\$ 255,000
FY2005-23	Lee County Facilities (Beach Front Maintenance)	\$ 1,415,000
FY2005-16	Lee County Facilities (Boardwalk/Pier repair)	\$ 620,000
FY2005-23	Lee County Emergency Beach Cleanup/Bch rakes	\$ 1,548,440
FY2005-23	Lovers Key State Park-tram, bridge/pier repair	\$ 1,708,743

B. TDC EVENTS MARKETING FUNDING**Fort Myers Beach Chamber- Sandsculpting Championships**

Requested funding annually from fy2005-2018	TOTAL:	\$ 420,453
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Fort Myers Beach Chamber- Pirate Fest

Requested fy2008-10, 2012, 2016-18,2014-2018	TOTAL:	\$ 90,104
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Fort Myers Beach Chamber- Roar Offshore

Requested fy20 (no invoices presented)	TOTAL:	\$ 25,000
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FMB Friends of the Arts-FMB Film Festival

Requested fy2013-2018, 20	TOTAL:	\$ 115,860
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Florida Helps Foundation-FMB Beach Bash

Requested fy2016	TOTAL:	\$ 2,000
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C. TDC ATTRACTIONS MARKETING FUNDING

Fort Myers Beach Art Association	\$ 72,782
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Requested fy17-23

Friends of the Mound House	\$ 91,982
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Requested fy17-23

Ostego Bay Foundation	\$ 8,000
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Requested fy2005

Town of Fort Myers Beach- Sunset Celebrations	\$ 6,282
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Requested fy2017

Attraction Allocations with countywide benefit

Calusa Blueway Paddling Trail Marketing	\$ 72,932
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SWFL Attractions Association	\$ 193,182
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Alliance for the Arts	\$ 379,058
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WGPU Public Media- documentaries (Pink Gold Rush)	\$ 26,282
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**TOURIST DEVELOPMENT TAX GRANT AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE TOWN OF FORT MYERS BEACH
FOR
BEACH AND SHORELINE MAINTENANCE (401895)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the TOWN OF FORT MYERS BEACH hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

W I T N E S S E T H:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

WHEREAS, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: BEACH AND SHORELINE MAINTENANCE

NUMBER: 401895

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Beach and Shoreline Funding Program Guidelines and the Project Plan (*attached*). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior written approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or Program Manager may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *maintenance of beach and shoreline on Fort Myers Beach*.

2. CONTRACT PERIOD

Maintenance Awards: This Agreement is effective as of October 1, 2023 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Maintenance awards are not eligible for carryovers, but unspent funds may be requested during the next grant application process.

Capital Awards: This Agreement is effective as of October 1, 2023 (the "Effective Date") and shall continue until the earlier occurs (a) completion of the work and payment of the related expenditures for the approved Project Request (the "Expiration Date") or (b) the date on which either

Party terminates this Agreement (the "Termination Date"), but no longer than 3 years from the effective date without TDC status review and approval. The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Capital awards may be requested for carryover twice before TDC project status review and approval is needed.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be One million one hundred ninety-six thousand six hundred dollars and no cents (\$1,196,600.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed One million one hundred ninety-six thousand six hundred dollars and no cents (\$1,196,600.00) for charges incurred during the contract period.

3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** allowable Project costs in accordance with the Project Budget set forth in the Project Plan.

3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** MONTHLY, with the final month no later than thirty (30) days after the contract period. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The invoice packets must be a PDF format and transmitted digitally. The County may modify administrative guidelines from time to time. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the County or the Clerk shall be provided. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany invoices. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed One million one hundred ninety-six thousand six hundred dollars and no cents (\$1,196,600.00).

3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.

3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed,

the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.

- 3.5 **RECIPIENT** agrees to comply with the following Special Conditions for funding of this project: *Kayak launches, bike racks and Culligan water service are not eligible for reimbursement.*
- 3.6 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.7 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year for maintenance grants. Capital grants may be carried over, with appropriate approval.
- 3.8 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable according to the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the **COUNTY'S** final determination. The **RECIPIENT'S** continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the **RECIPIENT** concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is

delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 Capital equipment purchased with grant proceeds may not be disposed of without approval from the **COUNTY**. Sale proceeds may be required to be repaid to the **COUNTY's** Beach and Shoreline Program.
- 5.4 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

- 7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Program Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.
- 7.2 Status reports must be current to receive reimbursement.
- 7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

- 8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.
- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

9.3 This Funding Agreement terminates three (3) years after approval by the Board of County Commissioners.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all the parties need not appear on the same counterpart.

15. MISCELLANEOUS

15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.

15.2 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 provision 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.

15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

COUNTY

Lee County Board of County Commissioners
Director, Visitor and Convention Bureau
2201 Second Street, Suite 600
Fort Myers, FL 33901

RECIPIENT

TOWN OF FORT MYERS BEACH, Town Manager
2525 Estero Blvd
Fort Myers Beach, FL 33931

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above,
the Parties, through their duly-authorized representatives, sign this Agreement and
represent and warrant that they understand the Agreement as of this _____ day of
_____, 20_____.

ATTEST:
KEVIN KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

BY: _____

BY: _____

APPROVED AS TO FORM

BY: _____
TOWN ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE TOWN OF FORT MYERS BEACH
FOR
NEWTON PARK SHADE STRUCTURES (401922)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the TOWN OF FORT MYERS BEACH hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

W I T N E S S E T H:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

WHEREAS, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: NEWTON PARK SHADE STRUCTURES

NUMBER: 401922

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Beach and Shoreline Funding Program Guidelines and the Project Plan (*attached*). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior written approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or Program Manager may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *shade structures at Newton Beach Park*.

2. CONTRACT PERIOD

Maintenance Awards: This Agreement is effective as of October 1, 2023 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Maintenance awards are not eligible for carryovers, but unspent funds may be requested during the next grant application process.

Capital Awards: This Agreement is effective as of October 1, 2023 (the "Effective Date") and shall continue until the earlier occurs (a) completion of the work and payment of the related expenditures for the approved Project Request (the "Expiration Date") or (b) the date on which either

Party terminates this Agreement (the "Termination Date"), but no longer than 3 years from the effective date without TDC status review and approval. The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Capital awards may be requested for carryover twice before TDC project status review and approval is needed.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Four thousand four hundred sixty-three dollars and no cents (\$4,463.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Four thousand four hundred sixty-three dollars and no cents (\$4,463.00) for charges incurred during the contract period.

- 3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** allowable Project costs in accordance with the Project Budget set forth in the Project Plan.
- 3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** MONTHLY, with the final month no later than thirty (30) days after the contract period. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The invoice packets must be a PDF format and transmitted digitally. The County may modify administrative guidelines from time to time. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the County or the Clerk shall be provided. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany invoices. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Four thousand four hundred sixty-three dollars and no cents (\$4,463.00).
- 3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.
- 3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days

advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.

- 3.5 **RECIPIENT** agrees to comply with the following Special Conditions for funding of this project: None.
- 3.6 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.7 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year for maintenance grants. Capital grants may be carried over, with appropriate approval.
- 3.8 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable according to the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the **COUNTY'S** final determination. The **RECIPIENT'S** continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the **RECIPIENT** concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for

in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 Capital equipment purchased with grant proceeds may not be disposed of without approval from the **COUNTY**. Sale proceeds may be required to be repaid to the **COUNTY's** Beach and Shoreline Program.
- 5.4 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

- 7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Program Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.
- 7.2 Status reports must be current to receive reimbursement.
- 7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

- 8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.
- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

9.3 This Funding Agreement terminates three (3) years after approval by the Board of County Commissioners.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all the parties need not appear on the same counterpart.

15. MISCELLANEOUS

15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.

15.2 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 provision 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.

15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

COUNTY

Lee County Board of County Commissioners
Director, Visitor and Convention Bureau
2201 Second Street, Suite 600
Fort Myers, FL 33901

RECIPIENT

TOWN OF FORT MYERS BEACH, Town Manager
2525 Estero Blvd
Fort Myers Beach, FL 33931

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement as of this _____ day of _____, 20_____.

ATTEST:
KEVIN KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

BY: _____

BY: _____

APPROVED AS TO FORM

BY: _____
TOWN ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE TOWN OF FORT MYERS BEACH
FOR
RESTROOM TRAILER AT PALM AVE BEACH ACCESS (403388)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the TOWN OF FORT MYERS BEACH hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

W I T N E S S E T H:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

WHEREAS, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: *RESTROOM TRAILER AT PALM AVE BEACH ACCESS*

NUMBER: 403388

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Beach and Shoreline Funding Program Guidelines and the Project Plan (*attached*). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior written approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or Program Manager may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *restroom trailer at Palm Ave. Beach Access*.

2. CONTRACT PERIOD

Maintenance Awards: This Agreement is effective as of October 1, 2023 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Maintenance awards are not eligible for carryovers, but unspent funds may be requested during the next grant application process.

Capital Awards: This Agreement is effective as of October 1, 2023 (the "Effective Date") and shall continue until the earlier occurs (a) completion of the work and payment of the related expenditures for the approved Project Request (the "Expiration Date") or (b) the date on which either

Party terminates this Agreement (the "Termination Date"), but no longer than 3 years from the effective date without TDC status review and approval. The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Capital awards may be requested for carryover twice before TDC project status review and approval is needed.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Ten thousand one hundred dollars and no cents (\$10,100.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Ten thousand one hundred dollars and no cents (\$10,100.00) for charges incurred during the contract period.

3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** allowable Project costs in accordance with the Project Budget set forth in the Project Plan.

3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** MONTHLY, with the final month no later than thirty (30) days after the contract period. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The invoice packets must be a PDF format and transmitted digitally. The County may modify administrative guidelines from time to time. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the County or the Clerk shall be provided. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany invoices. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Ten thousand one hundred dollars and no cents (\$10,100.00).

3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.

3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY** determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments

to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.

- 3.5 **RECIPIENT** agrees to comply with the following Special Conditions for funding of this project: none
- 3.6 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.7 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year for maintenance grants. Capital grants may be carried over, with appropriate approval.
- 3.8 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable according to the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the **COUNTY'S** final determination. The **RECIPIENT'S** continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the **RECIPIENT** concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 Capital equipment purchased with grant proceeds may not be disposed of without approval from the **COUNTY**. Sale proceeds may be required to be repaid to the **COUNTY**'s Beach and Shoreline Program.
- 5.4 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

- 7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Program Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.
- 7.2 Status reports must be current to receive reimbursement.
- 7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

- 8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.
- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

9.3 This Funding Agreement terminates three (3) years after approval by the Board of County Commissioners.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and

without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all the parties need not appear on the same counterpart.

15. MISCELLANEOUS

- 15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.
- 15.2 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 provision 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.
- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

COUNTY

Lee County Board of County Commissioners
Director, Visitor and Convention Bureau
2201 Second Street, Suite 600
Fort Myers, FL 33901

RECIPIENT

TOWN OF FORT MYERS BEACH, Town Manager
2525 Estero Blvd
Fort Myers Beach, FL 33931

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above,
the Parties, through their duly-authorized representatives, sign this Agreement and
represent and warrant that they understand the Agreement as of this _____ day of
_____, 20_____.

ATTEST:
KEVIN KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

BY: _____

BY: _____

APPROVED AS TO FORM

BY: _____
TOWN ATTORNEY'S OFFICE

**TOURIST DEVELOPMENT TAX GRANT AGREEMENT
BETWEEN
LEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE TOWN OF FORT MYERS BEACH
FOR
BEACH ACCESS BOARDWALK REPLACEMENTS (403389)**

THIS GRANT AGREEMENT is entered into by and between LEE COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision and charter county of the State of Florida, hereinafter referred to as the “**COUNTY**” and the TOWN OF FORT MYERS BEACH hereinafter referred to as “**RECIPIENT**”, for funding provided pursuant to the **COUNTY’S** Tourist Development Plan and Florida Statutes Section 125.0104.

W I T N E S S E T H:

WHEREAS, pursuant to Florida Statutes §125.0104 and Lee County Ordinances No. 13-14 and 16-18, and as may be further amended from time to time, Lee County collects tourist development tax; and

WHEREAS, the **COUNTY** has the authority to enter into this Agreement and distribute Tourist Development Tax funds in the amount and manner set forth in this Agreement; and

WHEREAS, the **COUNTY** and **RECIPIENT** acknowledge that the Tourist Development Tax may only be spent in accordance with state law, case law and the Tourist Development Plan adopted by Lee County; and

WHEREAS, the **COUNTY** approved the **RECIPIENT’S** request for funding under its Tourist Development Tax Plan for implementation of the following project:

NAME: BEACH ACCESS BOARDWALK REPLACEMENTS

NUMBER: 403389

NOW, THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

1. SCOPE OF WORK

The **RECIPIENT** will perform the work necessary to complete the Project in accordance with the Beach and Shoreline Funding Program Guidelines and the Project Plan (*attached*). **RECIPIENT** may not make any major alterations, changes or substitutions to the Project without obtaining prior written approval from the **COUNTY**. The Director of the Visitor and Convention Bureau or Program Manager may approve minor changes, alterations and/or substitutions. **RECIPIENT** shall be solely responsible for managing and controlling the Project, including the hiring and supervising of any consultants or contractors it engages.

- 1.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 1.2 The parties acknowledge that the Project is for *boardwalks at beach accesses on Fort Myers Beach*.

2. CONTRACT PERIOD

Maintenance Awards: This Agreement is effective as of October 1, 2023 (the "Effective Date") and shall continue until the earlier occurs (a) September 30, 2024 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Maintenance awards are not eligible for carryovers, but unspent funds may be requested during the next grant application process.

Capital Awards: This Agreement is effective as of October 1, 2023 (the "Effective Date") and shall continue until the earlier occurs (a) completion of the work and payment of the related expenditures for the approved Project Request (the "Expiration Date") or (b) the date on which either

Party terminates this Agreement (the "Termination Date"), but no longer than 3 years from the effective date without TDC status review and approval. The **RECIPIENT** shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date or subsequent to the expiration date of this Agreement. Capital awards may be requested for carryover twice before TDC project status review and approval is needed.

3. FUNDING

This Agreement is a cost reimbursement Agreement. The parties agree that the total cost of the Project will be Three hundred twenty-three thousand seven hundred and sixty-one dollars and no cents (\$323,761.00). The **COUNTY** will reimburse the **RECIPIENT** for an amount not to exceed Three hundred twenty-three thousand seven hundred sixty-one dollars and no cents (\$323,761.00) for charges incurred during the contract period.

3.1 The **RECIPIENT** shall pay Project costs prior to requesting reimbursement from the **COUNTY**. The **COUNTY** shall reimburse the **RECIPIENT** allowable Project costs in accordance with the Project Budget set forth in the Project Plan.

3.2 To receive payment, the **RECIPIENT** shall submit request for reimbursement and supporting documentation to the **COUNTY** MONTHLY, with the final month no later than thirty (30) days after the contract period. The invoices must describe the services performed, show proof of payment, and all supporting documentation related to the expenses. The invoice packets must be a PDF format and transmitted digitally. The County may modify administrative guidelines from time to time. The **COUNTY** will forward the documentation to the Clerk of Courts Office for payment. Any other additional documentation requested by the County or the Clerk shall be provided. Sufficient supporting invoices and documentation to support pre-audit and post-audit review must accompany invoices. At no point in time will the **COUNTY'S** reimbursement amount under this Agreement exceed Three hundred twenty-three thousand seven hundred sixty-one dollars and no cents (\$323,761.00).

3.3 The **RECIPIENT** may contract with consultant(s), contractor(s) or both to accomplish the Project without approval of the **COUNTY**.

3.4 The parties acknowledge that the Project was approved for funding by the **COUNTY** based upon the benefits expected to be achieved by the Project. The parties also acknowledge that the **RECIPIENT** is solely responsible for implementing the Project in such a manner that the expected benefits are achieved. If at any point during the progression of the Project, the **COUNTY**

determines that it is likely that the Project will not be completed, the **COUNTY** shall provide the **RECIPIENT** with fifteen (15) days advance written notice that the **COUNTY** shall withhold payments to the **RECIPIENT** until such time as the **RECIPIENT** demonstrates that the Project shall reach completion, to provide the **RECIPIENT** with an opportunity to cure the deficiencies.

- 3.5 **RECIPIENT** agrees to comply with the following Special Conditions for funding of this project: *Design and engineering costs are ineligible for reimbursement.*
- 3.6 **RECIPIENT** shall provide the **COUNTY** evidence of substantial activity within six (6) months of the beginning of the fiscal year the grant funding is awarded.
- 3.7 Unspent or unencumbered funds remaining at the end of the fiscal year may not be carried over into the next fiscal year for maintenance grants. Capital grants may be carried over, with appropriate approval.
- 3.8 In the event any dispute or disagreement arises during the course of the Project, including whether expenses are reimbursable according to the Project Request, the **RECIPIENT** is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the Director, Visitor and Convention Bureau, no later than ten (10) days after the precipitating event. If not resolved by the Director, Visitor and Convention Bureau, within ten (10) days of receipt of notice the dispute will be forwarded to the Assistant County Manager assigned to the Visitor and Convention Bureau. The Assistant County Manager in consultation with the County Attorney's Office will issue the **COUNTY'S** final determination. The **RECIPIENT'S** continuation of the Project work as required under this subparagraph shall not constitute a waiver of any legal remedy available to the **RECIPIENT** concerning the dispute.

4. COMPLETION DATES

The **RECIPIENT** shall commence and complete the Project and meet the deadlines in accordance with the Project Schedule set forth in the Project Plan. In the event of hurricanes, tornado, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the **RECIPIENT**, the **RECIPIENT'S** obligation to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the **RECIPIENT** is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the **COUNTY** written notice to that effect and shall resume

performance no later than two (2) working days after the notice is delivered. The suspension of the **RECIPIENT'S** obligations provided for in this paragraph shall be the **RECIPIENT'S** sole remedy for the delays set forth herein.

5. REPAYMENT

- 5.1 Notwithstanding anything in this Agreement to the contrary, **COUNTY** has an absolute right to recoup Grant Funds. **COUNTY** may refuse to reimburse **RECIPIENT** for any cost if **COUNTY** determines, in its sole discretion, that such cost was not incurred in compliance with the terms of this Agreement. **COUNTY** may demand return of the Grant Funds if **COUNTY** terminates this Agreement.
- 5.2 In the event the **RECIPIENT** is obligated to repay the **COUNTY** under any paragraph of this Agreement, the **RECIPIENT** shall repay the **COUNTY** within a reasonable time, as determined by the **COUNTY** in its sole discretion.
- 5.3 Capital equipment purchased with grant proceeds may not be disposed of without approval from the **COUNTY**. Sale proceeds may be required to be repaid to the **COUNTY's** Beach and Shoreline Program.
- 5.4 The **RECIPIENT** shall pay attorney's fees and costs incurred by the **COUNTY**, including appeals, as a result of the **RECIPIENT'S** failure to repay the **COUNTY** as required by this Agreement.
- 5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. PROJECT RECORDS

The **RECIPIENT** shall maintain accurate records of all expenditures, and **RECIPIENT** shall make records related to this Agreement available at all reasonable times for inspection, review or audit by the **COUNTY**. Records shall be kept for a period of at least three (3) years following the end of the funding period. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to the Project documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This paragraph shall survive the expiration or termination of this Agreement.

7. REPORTS

- 7.1 **RECIPIENT** shall provide quarterly status updates to the **COUNTY** describing the progress of the Project, adherence to the Project Schedule and any developments affecting the Project. The **RECIPIENT** shall promptly advise the **COUNTY** of issues that arise that may impact the successful and timely completion of the Project. Quarterly reports shall be submitted to the **COUNTY'S** Program Manager, Visitor and Convention Bureau no later than forty-five (45) days following the completion of the quarterly reporting period.
- 7.2 Status reports must be current to receive reimbursement.
- 7.3 The **RECIPIENT** shall provide the reports and documents referenced in this paragraph at no cost to the **COUNTY**.

8. LIABILITY AND INDEMNIFICATION

- 8.1 To the extent permitted by Florida law, the **RECIPIENT** assumes all risks relating to the Project and agrees to be solely liable for, and to indemnify and hold the **COUNTY** harmless from all claims, loss, damage and other expenses, including attorney's fees and costs and attorneys' fees and cost on appeal, arising from the project.
- 8.2 The **COUNTY** shall not be liable to any person, firm or corporation that contracts with the **RECIPIENT** to provide goods and services associated with the project conducted with the funding. Nor shall the **COUNTY** be liable to any person, firm or corporation for claims against the **RECIPIENT** or debts incurred by the **RECIPIENT**.
- 8.3 This Liability and Indemnification paragraph, including all subparagraphs, shall not be construed as a waiver of the **RECIPIENT'S** sovereign immunity or an extension of the **RECIPIENT'S** liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **RECIPIENT** to be sued by third parties in any manner arising out of this Agreement.
- 8.4 Nothing in this Agreement shall be interpreted as a waiver of the **COUNTY'S** sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the **COUNTY** to be sued by third parties in any manner arising out of this Agreement. This Liability and

Indemnification paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

9. TERMINATION

9.1 The **COUNTY**, by written notice to **RECIPIENT** may terminate this Agreement immediately and cancel any unpaid disbursement if the **COUNTY** determines, in its sole discretion, that:

- a) **RECIPIENT** used any portion of the grant funds for purposes not included in the terms of this Agreement.
- b) **RECIPIENT** is not making satisfactory progress toward the completion of the Project or has violated the terms of this Agreement.

Upon receipt of the written notice, **RECIPIENT** shall not provide any further deliverables after receiving the notice of termination. Within 30 days after receiving written notice from the **COUNTY** of such termination, the **RECIPIENT** shall return the funds reimbursed. The **COUNTY** will have no liability to pay the **RECIPIENT** any further sums in relation to this Agreement.

9.2 **RECIPIENT** may terminate this Agreement for inability to obtain all permits and local government approvals necessary to complete the Project or inability to complete the Project. To effect termination, **RECIPIENT** shall provide **COUNTY** with written "Notice of Termination". **RECIPIENT** shall refund all grant funds provided under this Agreement to the **COUNTY** for the Project within 30 days of termination.

9.3 This Funding Agreement terminates three (3) years after approval by the Board of County Commissioners.

10. LAW COMPLIANCE

The **RECIPIENT** shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

11. ASSIGNMENT

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the Project, without the prior written consent of the other party. Any attempted assignment in violation of this paragraph is void. This paragraph shall survive the expiration or termination of this Agreement.

12. GOVERNING LAW

The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Lee County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.

13. SEVERABILITY

If any paragraph or paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining paragraphs shall not in any way be effected or impaired thereby. Notwithstanding the above, if a paragraph or paragraphs of this Agreement setting forth the requirements or expectations of the benefit of promoting tourism resulting from the Project is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with the Repayment paragraph. This paragraph shall survive the expiration or termination of this Agreement.

14. COUNTERPARTS

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. The signatures of all the parties need not appear on the same counterpart.

15. MISCELLANEOUS

15.1 The **RECIPIENT** covenants to the **COUNTY** that it has lawful authority to enter into this Agreement and has authorized the execution of this agreement by its authorized representative.

15.2 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 provision 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.

- 15.3 This Agreement may not be modified, amended or extended orally. This Agreement may only be amended by written agreement executed by the governing bodies of both parties.

16. CONTACT INFORMATION

COUNTY

Lee County Board of County Commissioners
Director, Visitor and Convention Bureau
2201 Second Street, Suite 600
Fort Myers, FL 33901

RECIPIENT

TOWN OF FORT MYERS BEACH, Town Manager
2525 Estero Blvd
Fort Myers Beach, FL 33931

The Parties' respective contact and notice information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. When the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted by email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above,
the Parties, through their duly-authorized representatives, sign this Agreement and
represent and warrant that they understand the Agreement as of this _____ day of
_____, 20_____.

ATTEST:
KEVIN KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

BY: _____
DEPUTY CLERK

BY: _____

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
OFFICE OF THE COUNTY ATTORNEY

ATTEST:
TOWN CLERK

TOWN OF FORT MYERS BEACH, FLORIDA

BY: _____

BY: _____

APPROVED AS TO FORM

BY: _____
TOWN ATTORNEY'S OFFICE

Items **ineligible for funding by TDC Beach & Shoreline Program**

Beach access security cameras¹

Bike paths¹

Concessionaires

Facilities not open to the public¹

Fencing / Gates

General law enforcement¹

Parking lots / Pavement¹

Picnic tables¹

Playground equipment

Privately owned facilities¹

Volleyball court

Travel related items (Tolls, etc)²

Communication devices (cell phones, radios)²

Indirect Costs²

Uniforms²

Insurance premiums²

Please note:

This list is intended to serve as a guideline only.
All requests are subject to a legal review by the
Lee County Attorney's Office.

Unless otherwise noted the items on this list are excluded from funding based on Lee County Attorney's Office interpretations of Attorney General Opinions.

¹ Items were expressly discussed in Attorney General Opinions

² Items listed were directed to be excluded based on TDC motion effective 2/13/09

TDC Beach & Shoreline Project Funding Request
Approval Criteria
Fiscal Year 2023-2024

1. Must meet the legal requirements set forth in FS 125.0104 and Lee County Ordinance 13-14. Applicant shall clearly delineate the project's proximity to and enhancement of the beach or shoreline.
2. Must demonstrate a direct and quantifiable benefit in enhancing the Lee County tourism product. Consideration will be given to projects that diversify the destination in terms of tourism assets spread throughout Lee County.
3. Applicant must provide assurances that all other appropriate funding sources have been explored. Priority will be given to projects that have matching funds. The requesting agency must provide information on the source(s) for future operating and maintenance expenses. The total project cost must be identified in the initial request. The project must also be scheduled to reflect phased costs if the design and construction cross more than one fiscal year.
4. Must have a well-defined scope of work that demonstrates the project is feasible and permit able through all required regulating agencies within a specified time frame. The project itself and a breakdown of costs must be thoroughly described. Evaluation will be based on clearly presented information regarding project description, feasibility and cost breakdown.

Other Considerations

- Emergency repair or renovation to a tourism related facility or natural resource will be considered priorities especially where tourist tax funds have been used in the construction of the facilities.
- All projects funded through tourist development taxes will have a prominently displayed plaque informing the citizenry and visitors of the funding source.
- All municipal projects funded through the TDC taxes will meet the terms of an interlocal agreement to be developed between Lee County and the municipality.

Here are the links:

[Florida Statute #125.0104](#)

[Lee County ordinance 13-14 as amended](#)

TDC Beach & Shoreline Program Items ineligible for funding

Beach access security cameras¹

Concessionaires

Facilities not open to the public¹

Boat Ramps

Fencing / Gates

General law enforcement¹

Picnic tables/grills¹

Recreational Equipment/Playgrounds

Privately owned facilities¹

Travel related items (Tolls, etc)²

Communication devices (cell phones, radios)²

Indirect Costs²

Uniforms²

Insurance premiums²

Please note:
This list is intended to serve as a guideline only.
All requests are subject to a legal review by the
Lee County Attorney's Office.

Unless otherwise noted the items on this list are excluded from funding based on Lee County Attorney's Office interpretations of Attorney General Opinions.

¹ items were expressly discussed in Attorney General Opinions

² items listed were directed to be excluded based on TDC motion effective 2/13/09

revised 7/2021

1. **Requested Motion:**

Meeting Date: September 11, 2023

Support the distribution plan for the \$189,118 Edward Byrne Memorial Justice Assistance Grant Program Funds (JAG).

Why the action is necessary:

As a condition of participation, the units of local government in each county must reach a consensus concerning expenditure of the funds and must be documented by formal action.

What the action accomplishes:

Provides support to requesting agencies

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The Florida Department of Law Enforcement has allocated Lee County \$189,118 in FFY 22 Edward Byrne Memorial Justice Assistance Grant Program funding. On July 26, 2023, eligible agencies were invited to meet on August 16, 2023, to discuss the County's allocations and the best use of the funds for the upcoming Fiscal Year. On August 16, 2023, a consensus was reached on the allocation of the funds. Below are the recommended proposals and allocation amounts:

Cape Coral Police Department

Amount: \$116,930

Funding will be used to purchase license plate readers for agency operations. Cape Coral Police Department, Fort Myers Police Department, Lee County Sheriff's Office and the Port Authority Police, all access the same software application, providing for a countywide collaboration.

Fort Myers Police Department

Amount: \$40,000

Funding will be used to purchase license plate readers for agency operations. Cape Coral Police Department, Fort Myers Police Department, Lee County Sheriff's Office and the Port Authority Police, all access the same software application, providing for a countywide collaboration.

Lee County Human and Veteran Services

Amount \$32,188

Funding will be used to pay a portion of operating expenses at the Bob Janes Empowerment Center, a unique collaborative endeavor of law enforcement, the health system, the behavioral/substance abuse providers, programs serving homeless individuals and local government. The Empowerment Center is a single point of entry that allows individuals at risk of being charged with minor ordinance violations or non-violent offenses or incarcerated to be diverted from current or future involvement in the criminal justice system. Many individuals brought to the Empowerment Center are homeless with substance-use disorder or mental illness, often the underlying reason for the nuisance type crimes that brought them to the attention of law enforcement.

Attachments:

1. Letter of support Edward Byrne Memorial JAG 9.11.23

Financial Impact:

None

6. Alternative Action

7. Management Recommendations:

Provide letter of support

8. Recommended Approval:

Amy Baker, Town Clerk
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 8/16/2023
Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023



September 11, 2023

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O Box 1489
Tallahassee, Florida 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the Town of Fort Myers Beach I approves the distribution of \$189,118 (total allocation available) of the Federal Fiscal Year 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds for the following projects within Lee County:

SUBGRANT (City or County)	Title of Project	Federal funds
City of Cape Coral (Law Enforcement)	Purchase of license plate readers	\$116,930
City of Fort Myers (Law Enforcement)	Purchase of license plate readers	\$40,000
Lee County (Human and Veteran Services)	Bob Janes Empowerment Center	\$32,188
	Total:	\$189,118

Sincerely,

Dan Allers
Mayor, Town of Fort Myers Beach

1. **Requested Motion:**

Meeting Date: September 11, 2023

Reapprove the purchase of previous lights and accessory items for Bayside Park in the amount of \$117,906.39, waiving the procurement policy as these lights are manufactured by a sole-source, SESCO Lighting.

Why the action is necessary:

Authorizes the direct purchase from SESCO Lighting for replacement dual board lights in Bayside Park.

What the action accomplishes:

Authorizes the Town Manager to execute contract documents and procure the materials.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Jason Freeman, Public Works
Director

5. **Background:**

The Town Council originally approved the waiving of the procurement policy and purchase for the sole source lighting for Bayside Park lighting and fixtures at the November 15, 2021 Town Council meeting. Due to Hurricane Ian damage, the lighting manufacturer highly suggested replacing all of the lighting and equipment due to the storm surge and hurricane damage. The original supplier has put together a replacement quote for all of the equipment with minimal substitutions due to supply and manufacturer changes and delays. SESCO Lighting as also provided an updated sole source justification for their lighting system. The Town has been working on electrical repairs and will be able to connect these lighting fixtures to the repaired electrical lines.

Attachments:

1. Bayside Park Lighting Backup
2. SQ156234 - BAYSIDE PARK - - TOWNFTMB - LST
3. Sole Source - Light Fixtures_1 SESCO TFMB
4. Notice of Sole Source - Light Fixtures_1

Financial Impact:

\$117,906.39

6. **Alternative Action**

Do not approve/authorize the purchase of lights and associated equipment.

7. **Management Recommendations:**

Approve and authorize the direct purchase of replacement lighting fixtures and associated equipment from SESCO Lighting.

8. **Recommended Approval:**

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

Created/Initiated - 8/30/2023
Approved - 8/30/2023

Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023



SESCO
LIGHTING

FT MYERS

1500 Colonial Blvd Ste 100

Ft. Myers FL 33907

P 239-274-3759 | F: 239-274-3769

"If there is a problem with a SESCO product that
you specified or we supplied, we will fix it... PERIOD"

To:
TOWN OF FORT MYERS BEACH
2525 ESTERO BLVD
FORT MYERS BEACH FL

Job/Project Name:
BAYSIDE PARK

Contractor:

Bid Date:

Location:

7/21/2021

FORT MYERS BEACH, FL

Specifiers:

Contact Name:

Type:

MATERN - FT MYERS

RG ARCHITECTS PA Ft. Myers

Remarks:

Qty	Type	Mfg	Description	Price
22	LA	WEEF	185-3390-3K-SP-RF-FO/ETC130-BO	
44	LA	WEEF	185-1624	
2	LA	WEEF	400-9009	
3	LC	SESCO	Q-VAULT-5	
1	LC	SESCO	Q-SET-ELED-100W-UNV/24+DMX	
2	LC	SESCO	Q-SET-ELED-200W-UNV/24+DMX	
55	LC	SESCO	KURV-RGBW-RLC-WET-30-SO-ENC/TL	
55	LC	SESCO	RLC	
21	LC	SESCO	KURV-RGBW-RLC-WET-30-SO-ENC/TL	
1	LC	SESCO	QOM-ELEC-PS-100-UNV/24-0-10V-SS	
1	LC	SESCO	ESTIMATED FREIGHT ALLOWANCE FOR Q-TRAN	
5	SL	VISION	LSO-M-T3-32LC-5-TS/16LC-10-3K-UNV-PTS-SL-DIM-ZFP-10YR	
5	SL-P	LUMCA	AP04-HD10-CC-GFR4-ICA-CC-WB11-4-CC-ANCHOR BOLTS KIT	
10	SL-P	LUMCA	PM-BEN-36	
1	SL-P	LUMCA	CUSTOM FINISH SET UP FEE	
1	SL-P	SESCO	ESTIMATED FREIGHT ALLOWANCE FOR LUMCA	
1		WEEF	SC&T SURCHARGE, MS SURCHARGE	
1		SESCO	CONTROLS LOT - PER APPROVED DRAWINGS 12/15/2021	
TOTAL:				\$117,906.39

Qty	Type	Mfg	Description	Price
Prices Firm for Entry By:			Lead Time:	
30 Days			Varies by Mfg	
Printed By:		Email:	Date:	
Megan Sweesy		msweesy@sescolighting.com	8/7/2023	

- > Price per BOM only
- > Complete quote must be used; no partials
- > Spare material, allowances, dimmers and sales tax NOT included unless noted
- > Prices include standard finishes only unless noted
- > Lamps are not included unless noted (This does not apply to fixtures with internal LED diodes)
- > Pole wind load calculations do not include structural base engineering
- > Project may include SESCO start-up services which consist of programming, testing, end user training and system configuration back up. These services are required for manufacturers warranty. To ensure this warranty, SESCO start-up costs are non-refundable
- > All warranties as per manufacturers terms
- > All shipments FOB origin
- > Deposits may be required as noted at time of breakdown
- > Quotation valid 30 days
- > Hold for Release orders do not secure project pricing but may be required for factory drawings
- > Additional costs will be charged to ship the Anchor Bolts and Template out ahead of time



August 8, 2023

Town of Ft Myers Beach
2525 Estero Boulevard
Ft Myers Beach, FL 33931

RE: Bayside Community Park Specified Lighting Equipment

SESCO Lighting is the sole provider for the specified lighting equipment for the Bayside Community Park project located on Ft Myers Beach, Florida. The equipment has been selected and specified based on its performance and quality of construction. There are some unique design requirements that we had to accomplish for this project which make most of the equipment proprietary in my opinion being it has been modified specifically for this project.

The first being the Types LA and LB which were modified to incorporate the wireless connectivity inside the units as well as the size of the Type LA fixture housing. Type LA has been designed in coordination with Iron Age Designs (tree grate manufacturer) so they will secure directly in the custom opening the grate factory has provided. Additionally, these fixtures are being provided with a factory 10 year warranty.

Secondly, the site heads Type SL are a dual light source containing 580nm wavelength LED amber as well as 3000k white light. These two different light sources will be controlled via a astronomical time clock that will ensure the amber LED light is only used during turtle nesting season and white light the rest of the year. I believe the design and aesthetic of this luminaire are proprietary to Visionaire.

Lastly, the controls for the project have been designed around meeting or exceeding the projects design requirements and all the lighting supplied to the site is designed to work together as a system. Especially, the programming of the RGBW accent lighting of Types LA and LB.

Please feel free to contact me with any questions or concerns.

Sincerely,

Bill Snyder

1. **Requested Motion:**

Meeting Date: November 15, 2021

Approve, allocate and appropriate funds in the FY22 budget, for the purchase of lights and accessory items for Bayside Park in the amount of \$112,771.25, waiving the procurement policy as these lights are manufactured by a sole-source, SESCO Lighting.

Why the action is necessary:

Authorizes the direct purchase from SESCO Lighting for dual board lights in Bayside Park.

What the action accomplishes:

Authorizes the Town Manager to execute contract documents and procure the materials.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Chelsea O'Riley, Public Works
Director

5. **Background:**

Attachments:

1. BAYSIDE PARK SQ061173
2. SQ061173 - BAYSIDE PARK - - TOWNFTMB - LSU
3. 2021-04-01 Times Square Park & Bayside Park - WE-EF 10 Yr Warranty
4. BAYSIDE PARK Lighting Control Submittal 2021104

Financial Impact:

\$112,771.25, Fund 41, Community Enhancement Fund

6. **Alternative Action**

Do not approve/authorize the purchase of lights and associated equipment.

7. **Management Recommendations:**

Approve and authorize the direct purchase of lighting fixtures and associated equipment from SESCO Lighting.

8. **Recommended Approval:**

Chelsea O'Riley, Public Works Director
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 11/3/2021
Approved - 11/3/2021
Approved - 11/10/2021
Approved - 11/10/2021
Final Approval - 11/10/2021



October 4, 2021
Transmittal Sheet

Project: BAYSIDE PARK - SQ061173

PREPARED FOR:

MARTEN - FT MYERS
RG ARCHITECTS

PREPARED BY:

SESCO LIGHTING - FT MYERS
BILL SNYDER



Project: BAYSIDE PARK - SQ061173

Contents - October 4, 2021

Type	Factory	Description
LA	WE-EF	611-3027-SP10-5CE+P
LA	WE-EF	697-8072
LB	WE-EF	665-3320-MOD-RGBW/3K-SP10-5CE+P
	WE-EF	400-9009
LC-40'	Q-Tran	RGBW24/6-WET-RGBW-30-BW-XX-WH-CL2-XX
LC-40'	Q-Tran	WIDE-ST-PL-CL-NI-98.43"
LC-40'	Q-Tran	Q-VAULT-5
LC-40'	Q-Tran	Q-SET-ELED-200-UNV/24+DMX
SL	VISIONAIRE LIGHT	LSO-M-T3-32LC-5-TS/16LC-10-3K-UNV-PTS-SL-5PINPER-DIM
SL-P	Lumca	AP04-10-WB11-AG-BEN-D-GFR
S1	BEGHELLI USA	BS100LED-PG-4HT-LO-WT40-120-277V-SM



ETC130-GB-CC LED

185-3390 (previous product code: 611-3027 for reference only!)

we-ef

1/7



Description

RGBW/RGBA Color Changer. IP69K, Class I, IK10+. Stainless steel construction including PCS hardware. Suitable for flush installation in concrete or earth. Silicone rubber gasket. Safety glass lens; max. load 5 tonnes (11,000 lbs). Luminaire can be driven over at low speed. Factory-sealed termination chamber complete with cable gland and 3 ft of flexible PVC free, gel-impregnated anti-wicking cable. Cable gland with spiral cable bending protection. Integral driver in thermally separated compartment. 'No tool' removable gear/lens tray. CAD-optimized optics for superior illumination and glare control. OLC® One LED Concept. Factory-installed LED circuit board with WE-EF Color Boost Technology. DMX interface. Gimbal mounted, 360° rotatable and 30° tiltable. The concrete-pour installation blockout is supplied as standard with luminaire. Optional with Anti-Slip ceramic Coating ASC to DIN 51130 (Trip Classification 10) available on request. Specify product with 7 Digit product code. (Other accessories, such as mounting, optical, and electrical, must be specified separately.) Example: XXX-XXXX + XXX-XXXX (Accessories)

Beam Type symmetric, medium beam [M]

Light Source LED-12/19W - RGBW

CRI 20

Gear Type electronic gear

Nominal Luminous Flux (lm)

LED Lumens 160 lm

LEDs 12

Total Lumens 1920 lm

Tj 85 °C

Delivered Lumens Flux (lm)

LED Lumens 110.6 lm

Total Lumens 1327.4 lm

Ta 25 °C

Rated Input Power 23 W

****Factory Modifications for specific project requirements included. See custom factory drawing included in submittal**

****10 year factory warranty on all electronics and finish**



SESCO
LIGHTING

FT MYERS

1500 Colonial Blvd Ste 100
Ft. Myers FL 33907
P 239-274-3759 | F: 239-274-3769

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it... PERIOD"

To:
TOWN OF FORT MYERS BEACH
FORT MYERS BEACH FL

Job/Project Name:
BAYSIDE PARK

Contractor:

Bid Date:

Location:

7/21/2021

FORT MYERS BEACH, FL

Specifiers:

Contact Name:

Type:

MATERN - FT MYERS
RG ARCHITECTS

Remarks:

Qty	Type	Mfg	Description	Price
17	LA	WEEF	611-3027-SP10-5CE+P	
34	LA	WEEF	697-8072	
11	LB	WEEF	665-3320-MOD-RGBW/3K-SP10-5CE+P	
2		WEEF	400-9009	
40	LC-40'	QTRAN	RGBW24/6-WET-RGBW-30-BW-XX-WH-CL2-XX	
5	LC-40'	QTRAN	WIDE-ST-PL-CL-NI-98.43"	
5	LC-40'	QTRAN	WIDE-EC-ST	
10	LC-40'	QTRAN	PLC-03	
2	LC-40'	QTRAN	Q-VAULT-5	
2	LC-40'	QTRAN	Q-SET-ELED-200-UNV/24+DMX	
1	LC	DISTRI	ESTIMATED FREIGHT ALLOWANCE FOR Q-TRAN	
5	SL	VISION	LSO-M-T3-32LC-5-TS/16LC-10-3K-UNV-PTS-SL-5PINPER-DIM	
5	SL-P	LUMCA	AP04-10-WB11-AG-BEN-D-GFR	
1	SL-P	DISTRI	ESTIMATED FREIGHT ALLOWANCE FOR LUMCA	
7	S1	BEGHEL	BS100LED-PG-4HT-LO-WT40-120-277V-SM	
1	S1	DISTRI	ESTIMATED FREIGHT ALLOWANCE FOR BEGHELLI	
1		LCSG	CONTROLS LOT	

QUOTING AS SPECIFIED

QUOTE # SQ061173

BAYSIDE PARK

Date: 10/8/2021 2:07 PM

Qty	Type	Mfg	Description	Price
TOTAL:				\$112,771.25

Prices Firm for Entry By:**30 Days****Printed By:****Gookin, Julia****Shipment By:****7/20/2021****Email:****jgookin@sescolighting.com****Lead Time:****Varies by Mfg****Date:****10/8/2021**

- > Price per BOM only
- > Complete quote must be used; no partials
- > Spare material, allowances, dimmers and sales tax NOT included unless noted
- > Prices include standard finishes only unless noted
- > Lamps are not included unless noted (This does not apply to fixtures with internal LED diodes)
- > Pole wind load calculations do not include structural base engineering
- > Project may include SESCO start-up services which consist of programming, testing, end user training and system configuration back up. These services are required for manufacturers warranty. To ensure this warranty, SESCO start-up costs are non-refundable
- > All warranties as per manufacturers terms
- > All shipments FOB origin
- > Deposits may be required as noted at time of breakdown
- > Quotation valid 30 days
- > Hold for Release orders do not secure project pricing but may be required for factory drawings
- > Additional costs will be charged to ship the Anchor Bolts and Template out ahead of time



SESCO
LIGHTING

FT MYERS

1500 Colonial Blvd Ste 100
Ft. Myers FL 33907
P 239-274-3759 | F: 239-274-3769

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it... PERIOD"

To:
TOWN OF FORT MYERS BEACH
2525 ESTERO BLVD
FORT MYERS BEACH FL

Job/Project Name:
BAYSIDE PARK

Contractor:	Bid Date:	Location:
	7/21/2021	FORT MYERS BEACH, FL
Specifiers:	Contact Name:	Type:
MATERN - FT MYERS		
RG ARCHITECTS PA Ft. Myers		

Remarks:

Qty	Type	Mfg	Description	Price
22	LA	WEEF	185-3390-3K-SP-RF-FO/ETC130-BO	
44	LA	WEEF	185-1624	
2	LA	WEEF	400-9009	
3	LC	SESCO	Q-VAULT-5	
1	LC	SESCO	Q-SET-ELED-100W-UNV/24+DMX	
2	LC	SESCO	Q-SET-ELED-200W-UNV/24+DMX	
55	LC	SESCO	KURV-RGBW-RLC-WET-30-SO-ENC/TL	
55	LC	SESCO	RLC	
21	LC	SESCO	KURV-RGBW-RLC-WET-30-SO-ENC/TL	
1	LC	SESCO	QOM-ELEC-PS-100-UNV/24-0-10V-SS	
1	LC	SESCO	ESTIMATED FREIGHT ALLOWANCE FOR Q-TRAN	
5	SL	VISION	LSO-M-T3-32LC-5-TS/16LC-10-3K-UNV-PTS-SL-DIM-ZFP-10YR	
5	SL-P	LUMCA	AP04-HD10-CC-GFR4-ICA-CC-WB11-4-CC-ANCHOR BOLTS KIT	
10	SL-P	LUMCA	PM-BEN-36	
1	SL-P	LUMCA	CUSTOM FINISH SET UP FEE	
1	SL-P	SESCO	ESTIMATED FREIGHT ALLOWANCE FOR LUMCA	
1		WEEF	SC&T SURCHARGE, MS SURCHARGE	
1		SESCO	CONTROLS LOT - PER APPROVED DRAWINGS 12/15/2021	
TOTAL:				\$117,906.39

Qty	Type	Mfg	Description	Price
Prices Firm for Entry By:			Lead Time:	
30 Days			Varies by Mfg	
Printed By:		Email:	Date:	
Megan Sweesy		msweesy@sescolighting.com	8/7/2023	

- > Price per BOM only
- > Complete quote must be used; no partials
- > Spare material, allowances, dimmers and sales tax NOT included unless noted
- > Prices include standard finishes only unless noted
- > Lamps are not included unless noted (This does not apply to fixtures with internal LED diodes)
- > Pole wind load calculations do not include structural base engineering
- > Project may include SESCO start-up services which consist of programming, testing, end user training and system configuration back up. These services are required for manufacturers warranty. To ensure this warranty, SESCO start-up costs are non-refundable
- > All warranties as per manufacturers terms
- > All shipments FOB origin
- > Deposits may be required as noted at time of breakdown
- > Quotation valid 30 days
- > Hold for Release orders do not secure project pricing but may be required for factory drawings
- > Additional costs will be charged to ship the Anchor Bolts and Template out ahead of time



November 9, 2021

Town of Ft Myers Beach
2525 Estero Boulevard
Ft Myers Beach, FL 33931

RE: Bayside Community Park Specified Lighting Equipment

SESCO Lighting is the sole provider for the specified lighting equipment for the Bayside Community Park project located on Ft Myers Beach, Florida. The equipment has been selected and specified based on its performance and quality of construction. There are some unique design requirements that we had to accomplish for this project which make most of the equipment proprietary in my opinion being it has been modified specifically for this project.

The first being the Types LA and LB which were modified to incorporate the wireless connectivity inside the units as well as the size of the Type LA fixture housing. Type LA has been designed in coordination with Iron Age Designs (tree grate manufacturer) so they will secure directly in the custom opening the grate factory has provided. Additionally, these fixtures are being provided with a factory 10 year warranty.

Secondly, the site heads Type SL are a dual light source containing 580nm wavelength LED amber as well as 3000k white light. These two different light sources will be controlled via a astronomical time clock that will ensure the amber LED light is only used during turtle nesting season and white light the rest of the year. I believe the design and aesthetic of this luminaire are proprietary to Visionaire.

Lastly, the controls for the project have been designed around meeting or exceeding the projects design requirements and all the lighting supplied to the site is designed to work together as a system. Especially, the programming of the RGBW accent lighting of Types LA and LB and the inground driver and DMX connections in ground vaults provided by Qtran.

Please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Bill Snyder'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Bill Snyder



NOTICE OF INTENT TO SOLE SOURCE

TOWN OF FORT MYERS BEACH **CUSTOM LIGHT FIXTURES AND AMENITIES**

Date 11/9/2021

Written Response Due: 11/16/2021
Time: 2:00PM EST
Electronic Address: bids@fmbgov.com
Fax Number: 239-765-0909

NOTICE IS HEREBY GIVEN the Town of Fort Myers Beach is issuing this public notice of intent to conduct a sole source purchase for goods/services described below under the authority of and in accordance with Florida State Statute 287.057(3)(c) and Town Ordinance 17-01. Respondents who or which believe they can meet or exceed the requirements described must provide convincing technical data sufficient to support their position. In the event respondents can supply substantially similar products the Town may elect to cancel this Notice of Intent and advertise a formal solicitation.

All responses must be in writing and returned to ATTN: Contracts Manager, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, by Facsimile number 239-765-0909, or e-mail bids@fmbgov.com. Note the Sole Source Information on documentation.

A copy of this Intent to Sole Source is posted on the Town of Fort Myers Beach website, www.fmbgov.com.

Commodity: Custom Light Fixtures and amenities

Intended Sole Source: SESCO Lighting

Justification: Custom dual board light fixtures designed for the Town of Fort Myers Beach



November 9, 2021

Town of Ft Myers Beach
2525 Estero Boulevard
Ft Myers Beach, FL 33931

RE: Bayside Community Park Specified Lighting Equipment

SESCO Lighting is the sole provider for the specified lighting equipment for the Bayside Community Park project located on Ft Myers Beach, Florida. The equipment has been selected and specified based on its performance and quality of construction. There are some unique design requirements that we had to accomplish for this project which make most of the equipment proprietary in my opinion being it has been modified specifically for this project.

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Secondly, the site heads Type SL are a dual light source containing 580nm wavelength LED amber as well as 3000k white light. These two different light sources will be controlled via a astronomical time clock that will ensure the amber LED light is only used during turtle nesting season and white light the rest of the year. I believe the design and aesthetic of this luminaire are proprietary to Visionaire.

Lastly, the controls for the project have been designed around meeting or exceeding the projects design requirements and all the lighting supplied to the site is designed to work together as a system. Especially, the programming of the RGBW accent lighting of Types LA and LB and the inground driver and DMX connections in ground vaults provided by Qtran.

Please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads 'Bill Snyder'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Bill Snyder



SESCO
LIGHTING

FT MYERS

1500 Colonial Blvd Ste 100
Ft. Myers FL 33907
P 239-274-3759 | F: 239-274-3769

"If there is a problem with a SESCO product that you specified or we supplied, we will fix it... PERIOD"

To:
TOWN OF FORT MYERS BEACH
FORT MYERS BEACH FL

Job/Project Name:
BAYSIDE PARK

Contractor:	Bid Date:	Location:
	7/21/2021	FORT MYERS BEACH, FL
Specifiers:	Contact Name:	Type:
MATERN - FT MYERS RG ARCHITECTS		
Remarks:		

Qty	Type	Mfg	Description	Price
17	LA	WEEF	611-3027-SP10-5CE+P	
34	LA	WEEF	697-8072	
11	LB	WEEF	665-3320-MOD-RGBW/3K-SP10-5CE+P	
2		WEEF	400-9009	
40	LC-40'	QTRAN	RGBW24/6-WET-RGBW-30-BW-XX-WH-CL2-XX	
5	LC-40'	QTRAN	WIDE-ST-PL-CL-NI-98.43"	
5	LC-40'	QTRAN	WIDE-EC-ST	
10	LC-40'	QTRAN	PLC-03	
2	LC-40'	QTRAN	Q-VAULT-5	
2	LC-40'	QTRAN	Q-SET-ELED-200-UNV/24+DMX	
1	LC	DISTRI	ESTIMATED FREIGHT ALLOWANCE FOR Q-TRAN	
5	SL	VISION	LSO-M-T3-32LC-5-TS/16LC-10-3K-UNV-PTS-SL-5PINPER-DIM	
5	SL-P	LUMCA	AP04-10-WB11-AG-BEN-D-GFR	
1	SL-P	DISTRI	ESTIMATED FREIGHT ALLOWANCE FOR LUMCA	
7	S1	BEGHEL	BS100LED-PG-4HT-LO-WT40-120-277V-SM	
1	S1	DISTRI	ESTIMATED FREIGHT ALLOWANCE FOR BEGHELLI	
1		LCSG	CONTROLS LOT	

****QUOTING AS SPECIFIED****

Qty	Type	Mfg	Description	Price
TOTAL:				\$112,771.25
Prices Firm for Entry By:		Shipment By:		Lead Time:
30 Days		7/20/2021		Varies by Mfg
Printed By:		Email:		Date:
Gookin, Julia		jgookin@sescolighting.com		10/8/2021

- > Price per BOM only
- > Complete quote must be used; no partials
- > Spare material, allowances, dimmers and sales tax NOT included unless noted
- > Prices include standard finishes only unless noted
- > Lamps are not included unless noted (This does not apply to fixtures with internal LED diodes)
- > Pole wind load calculations do not include structural base engineering
- > Project may include SESCO start-up services which consist of programming, testing, end user training and system configuration back up. These services are required for manufacturers warranty. To ensure this warranty, SESCO start-up costs are non-refundable
- > All warranties as per manufacturers terms
- > All shipments FOB origin
- > Deposits may be required as noted at time of breakdown
- > Quotation valid 30 days
- > Hold for Release orders do not secure project pricing but may be required for factory drawings
- > Additional costs will be charged to ship the Anchor Bolts and Template out ahead of time

Chelsea O'Riley
Public Works Director
Town of Fort Myers Beach
Fort Myers, FL

United States



WE-EF LIGHTING USA LLC
410-D Keystone Drive
Warrendale, PA 15086
U.S.A.
Tel (724) 742-0030
Fax (724) 742-0035
info.usa@we-ef.com
www.we-ef.com

April 1, 2021

WE-EF LIGHTING USA LLC

Extended 10 Year Limited Warranty – WE-EF Project: Times Square Park & Bayside Park – Quote No. TBD

Scope of first Supply:

1. P/N 611-3027-RF ETC130-GB-CC LED RGBW DMX Wireless Controlled
2. P/N 665-3320-CC-RF FLC131 LED RGBW DMX Wireless Controlled

Dear Ms. O'Riley,

This letter serves as confirmation that our WE-EF Lighting Fixtures and Accessories are manufactured to highest industry standards in respect to performance, durability and safety, supplied with a standard five (5) year limited warranty.

For the WE-EF Project outline above, WE-EF herewith offers a 5-year warranty extension, from our standard 5-year limited warranty to a 10-year limited warranty and following on our general warranty conditions as outlined on our website www.we-ef.com.

The 10-year limited warranty shall include the finish and all hardware components, such as electronic driver and LED Printed Surface Boards. LED control devices such as 'step-dimming', wireless control devices, and motion-sensor devices are covered only to the extent of the warranty provided by the Original Equipment Manufacturer (OEM).

We trust that this letter documents highest manufacturing standards applied to our fixtures.

Please feel free to contact me directly for any question you may have.

Yours sincerely,

Juergen Boenisch
President and CEO

WE-EF LIGHTING USA, LLC



1. **Requested Motion:**

Meeting Date: September 11, 2023

Singer Songwriter Fest-Requesting to use Bayside park for an event along with waiver of all fees.

Why the action is necessary:

ORD 20-17

What the action accomplishes:

It allows an event to obtain a permit to hold the event once all the required documentation is turned in.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

ORD 20-17

4. **Submitter of Information:**

5. **Background:**

Island Hopper Singer Songwriter Festival is requesting use of Bayside Park along with electricity for September 28 (Memorial Event B & C). September 29, 2023 through October 1, 2023 from 9am - 5pm each day.

Requesting waiver of fees, waiver of open container and a waiver of noise ordinance.

LCSO is mandating 2 deputies for security in and around the event area. Alcohol must be confined to Bayside Park.

Contingent on a completed application.

Three special events, all requesting use of Bayside Park, will be collaborating to hold their events in conjunction with each other from September 28, 2023 - October 1, 2023. The FMB Chamber of Commerce's Certificate of Liability will cover any of the events being held at Bayside Park.

Event A) Island Hopper Singer/Songwriter Fest - September 29 - October 1, 2023 - Permit # 234969

Event B) Special Ceremony on September 28, 2023 from 9 am - 10am. Permit # 235151

Event C) Fort Myers Beach Memorial - multiple sites - Permit # 235183

Attachments:

1. 234969_Singer- Songwriter Fest 9_28--10_1_23

Financial Impact:

Waiver of fees include:

Rental of Bayside Park - \$1200.00 per day -\$3600.00 for the actual Island Hopper Event 9/29/23 - 10/1/2023.

Permit Fee:\$130.00

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Code Supervisor/STR Coordinator
Steve Poposki, Community Development Director

Created/Initiated - 8/28/2023
Approved - 8/28/2023

Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

RECEIVED

AUG 07 2023

234969

Name of event Singer - Songwriter Festival
Attach separate sheet of paper with detailed description of event

Date(s) and times of event Sep 28, 29, 30, October 1, 2023

Address of event Bayside Park, FMB

Expected # of participants/attendees 100-200 attendees/day

Sponsoring Organization FMB Chamber of Commerce
(and Lee County V.C.B.)

Organization address 100 Lovers Lane, #2E, FMB FL 33931

Contact Person/Phone# Jacki Liszak 954-415-2233

E-mail jacki@fmbchamber.com

Amplified Music Y ☒ N ☐ 500 Ft Notifications ☒ Copy of Letter _____

Renting Town Property Y ☐ N ☐ Renting Parking Spaces Y ☐ N ☒

How many Spaces? N/A How many hours N/A

Extension of Premises? Y ☐ N ☒ ABT Form _____ How many days? _____ (Over 3 days needs to go to Council)

Letters of Permission to use Property N/A (Town owned)

Letters of Permission to use Parking N/A Parking Plan N/A

Site Plan _____ Insurance _____ (Naming Town of FMB as Certificate Holder)

Requesting Water Y ☐ N ☒ Electric Y ☐ N ☒ (Unless the Town gets electric up + running)

Requires Council Approval:

Waiver of open container Y ☒ N ☐ Waiver of Town parking fees Y ☐ N ☒
on Old San Carlos + Bayfront Park

Waiver of Noise Ordinance Y ☒ N ☐ Recurring Event Y ☒ N ☐

Applicant Signature [Signature]

Printed Name Jacki Liszak

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

January 30, 2023

Applicant to Complete:

Company managing trash removal: Waste management

No. of dumpsters: 2 Type of dumpsters: N/A

Who is responsible for clean-up and payment: FMB Chamber

Boxes will be placed around park area +
extra boxes can be placed on Old San Carlos
City right-of-way Parking Use: N/A Number of spaces: N/A if
necessary

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

Approval: _____ Date: _____

January 30, 2023

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

See certification for CCL 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: _____

N/A

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: _____

N/A

Turtle Time approval: _____ Date: _____

January 30, 2023

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: Parking for the event will be in authorized areas only. Right-of-way must not be impeded.

Deputies (how many?) 2 Deputies for security & presence in/around event area.

Traffic Control: Traffic control will not be required for the event.

Fees: None

Special Arrangements: All amplified sounds must adhere to the Town of FMB noise ordinance. Alcohol must remain within the confines of the designated event area.

P. Cummins
Print Name


Approval Signature

8-8-23
Date



Fort Myers Beach Fire Control District

Life Safety Branch

100 Voorhis Street · Fort Myers Beach, Florida 33931

Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

Event Type:

☒ Small Outdoor Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 7.11.2023		Date of Event: Sept. 28, 29, 30, OCT. 1, 2023
Location: Bayside Park (Old San Carlos & 1st St.)		
Event Start Date/Time: 9/28/2023 9am		Event End Date/Time: OCT 1, 2023, 5pm
Setup Date: 9/28/23	Setup Time: 9am	Inspection Time:
Event Sponsor: FMB Chamber of Commerce & Ice Co. VCB		
Sponsor Contact: Jackie Liszak	Sponsor Phone #: 954-415-2233	Sponsor Email: jackie@fmbchamber.com
Anticipated Number of Attendees: 100 - 200/day	Anticipated Number of Event Workers: 4	
Will there be carnival or mechanical rides: NO	Number of Stages: Bayside Park Stage	
Total Number of Vendors: 0	Total Number of Hot Food Vendors: 0	
Number of Tents larger than 20 x 20: 0	Number of 10 x 10 Tents: 2 (two) over stage	

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors, with full contact information, must be provided to the Fort Myers Beach Fire District. This information shall include contact name, number, and e-mail. All inspection fees will be due at time of service, and must be paid prior to release of any approvals.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

1. A legible site plan to include proposed layout of the event: fire hydrant locations: fire/emergency access: and distances to any structures.
2. A life safety evaluation may be required based on the size of the event in accordance with the fire code.
3. All vendors should review FMBFD guidelines, on our website at www.FMBFirefl.gov
4. Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Submitting Party Name (Print): Jackie Liszak	Submitting Party Name (Sign):
Date: 7/11/23	

Bayside Park

Island Hopper / Singer - Songwriter Festival



Google Maps Bayside Park





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2023

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 INSURE(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	Heidrick & Company Insurance 1648 Penwinckle Way	CONTACT NAME: James Barreca PHONE: (229) 573-0660 FAX: (229) 787-1625 E-MAIL: james@sanbelinsurance.com
INSURED	Santitel Greater Fort Myers Beach Area Chamber of Commerce, Inc. 2450 Estero Blvd Fort Myers Beach FL 33931	INSURER'S AFFORDING COVERAGE INSURER A: Mount Vernon Fire Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
MAIC #		25522

COVERAGES CERTIFICATE NUMBER: 22-23-COI 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, ENDORSEMENT OR EXCLUSION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PRIOR CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		NBP255325B	02/05/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 2,000,000 MED EXP (Per one person) \$ 100,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPAG AGG \$ 1,000,000
	☒ GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO- JECT ☐ LOC				
	OTHER				
	AUTOMOBILE LIABILITY				
	ANY AUTO				
	OWNED				
	NON-OWNED				
	HIRING				
	RENTED				
	UNBELLIED LIABILITY				
	EXCESS LIABILITY				
	WORKERS COMPENSATION				
	AND EMPLOYER'S LIABILITY				
	ANY PERSONS OTHER THAN THE INSURED (Mandatory in FL)				
	OFFICERS AND DIRECTORS				
	DESCRIPTION OF OPERATIONS below				

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

Additional Insured:

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931

CERTIFICATE HOLDER	CANCELLATION
	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
	<i>James Barreca</i>

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.



March 23, 2020

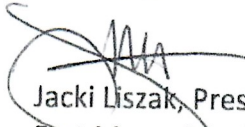
CASEY KATHLEEN M +
32917 PEACH TREE LN
LEWES, DE 19958

Dear CASEY KATHLEEN M +:

Pursuant to the requirements of the Town of Fort Myers Beach Ordinance #16-03, the Fort Myers Beach Chamber of Commerce would like to notify you that the Chamber has applied for a Town of Fort Myers Beach Special Event Permit for the Island Hopper, Singer -Songwriter Festival to be held from Thursday, September 28th, 2023, until Sunday, October 1st, 2023 at the Bayside Park at the base of Old San Carlos Boulevard.

You are receiving this notice because the event application includes amplified sound from a stage located in Bayside Park, which are within a 500-foot radius of the edge your property. Please be advised that, as a residential property within this radius, should you have an objection to the amplified sound, you may submit a letter of objection to the Town Manager at Town Hall within ten business days, or no later than on or before close of business on July 28, 2023.

Sincerely,


Jacki Liszak, President
Fort Myers Beach Chamber of Commerce
100 Lovers Lane, #2E
Fort Myers Beach, FL 33931
(239) 454-7500

1. **Requested Motion:**

Meeting Date: September 11, 2023

Beach Talk Radio requesting use of Bayside Park for a Special Ceremony commemorating the one year anniversary of Hurricane Ian on September 28, 2023

Why the action is necessary:

ORD 20-17

What the action accomplishes:

It allows an applicant to obtain a permit to hold the event once all the required documentation is turned in.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

ORD 20-17

4. **Submitter of Information:**

5. **Background:**

Beach Talk Radio requesting use of Bayside Park for a Special Ceremony commemorating the one year anniversary of Hurricane Ian on September 28, 2023 from 9am to 10am.

Requesting waiver of permit fee of \$100.00 and \$150.00 charge for renting Bayside Park for 1 hour. Will need electric hook up.

Guest speakers include:

Mayor Dan Allers

Fire Chief Scott Wirth

County Representative Ray Sandelli

State representatives Adam Botana and Jonathan Martin

Three special events, all requesting use of Bayside Park, will be collaborating to hold their events in conjunction with each other from September 28, 2023 - October 1, 2023. The FMB Chamber of Commerce's Certificate of Liability will cover all of the events being held at Bayside Park.

Event A) Island Hopper Singer/Songwriter Fest - September 29 - October 1, 2023 - Permit # 234969

Event B) Special Ceremony on September 28, 2023 from 9 am - 10am. Permit # 235151

Event C) Fort Myers Beach Memorial - multiple sites - Permit # 235183

Attachments:

1. 235151_ Sept 28 Special Ceremony

Financial Impact:

\$100.00 for permit fee

\$150.00 for renting Bayside Park

\$250.00 total

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Code Supervisor/STR Coordinator
Steve Poposki, Community Development Director

Created/Initiated - 8/28/2023
Approved - 8/28/2023

Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

RECEIVED

AUG 08 2023

235/51

Name of event SEPTEMBER 28 Special Ceremony
Attach separate sheet of paper with detailed description of event

Date(s) and times of event 9-28-2023 9AM - 10AM

Address of event BAYSIDE PARK, FORT MYERS BEACH

Expected # of participants/attendees 50-100

Sponsoring Organization BEACH TALK RADIO

Organization address 12700 VISTA PINE CIRCLE

Contact Person/Phone# ED RYAN 239-247-3833

E-mail edryan@beachtalkradio.com

Amplified Music Y ☐ N ☒ 500 Ft Notifications _____ Copy of Letter _____

Renting Town Property Y ☐ N ☒ Renting Parking Spaces Y ☐ N ☒

How many Spaces? 0 How many hours 9AM - 10AM

Extension of Premises? Y ☐ N ☐ ABT Form _____ How many days? _____ (Over 3 days needs to go to Council)

Letters of Permission to use Property _____

Letters of Permission to use Parking _____ Parking Plan _____

Site Plan _____ Insurance _____ (Naming Town of FMB as Certificate Holder)

Requesting Water Y ☐ N ☒ Electric Y ☒ N ☐ IF AVAILABLE

Requires Council Approval:
Waiver of open container Y ☐ N ☒ Waiver of Town parking fees Y ☐ N ☒

Waiver of Noise Ordinance Y ☐ N ☒ Recurring Event Y ☐ N ☒

Applicant Signature

Printed Name

Edward Ryan
Edward RYAN

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

Page
#1

September 28, 2023 - Hurricane Ian One Year Special Ceremony

We are working in coordination with Mayor Allers, coordinating a list of speakers, who will say a few words about the one-year anniversary of Hurricane Ian.

Our request is to have the speakers up on stage from 9AM to 10AM.

Family members (and the community) will be invited to the ceremony.

Speakers who have committed as of August 8, 2023:

Fort Myers Beach Mayor Dan Allers

Fire Chief Scott Wirth

County Representative Ray Sandelli

State Representatives Adam Botana and Jonathan Martin

Several others will be added in the coming days/weeks.

Vice Mayor Jim Atterholt will start the morning off with a prayer and we have asked the Fort Myers Beach PTO if the beach kids could sing the national anthem.

We will unveil a special gift with all the names of Fort Myers Beach residents who we lost in the storm. The gift will be presented to the families and donated to the town. The gift will be paid for through donations.

We are requesting power if available so we can plug in one speaker for the crowd to hear the presentations. If power is not available, we will provide our own power. The speaker is a basic 110 plug. Nothing else is needed.

Ed Rya

Applicant to Complete:

Company managing trash removal: NO TRASH

No. of dumpsters: N/A Type of dumpsters: N/A

Who is responsible for clean-up and payment: _____

There will be no trash

City right-of-way Parking Use: N/A Number of spaces: N/A

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

Approval: _____ Date: _____

Page 3

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: _____

N/A

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: _____

N/A

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

Page 4

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

1. **Requested Motion:**

Meeting Date: September 11, 2023

FMB Revival would like permission to hold an extensive event from First St through Third St on Old San Carlos with vendors set up in parking lots at 401 and 420 Old San Carlos.

Why the action is necessary:

ORD 20-17

What the action accomplishes:

It allows an applicant to obtain a permit to hold the event once all the required documentation is turned in.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

ORD 20-17

4. **Submitter of Information:**

5. **Background:**

FMB Revival would like to hold a Memorial commemorating the 1 year anniversary of Hurricane Ian. Vendors are to be set up in the parking lot at 401 & 420 Old San Carlos. Requesting waivers for open container, parking fees, barricade/ sign fees, permit fees and waiver of the noise ordinance. Requesting Old San Carlos closed off from First St to Third St, with barricades Contingent on a completed application.

Three special events, all requesting use of Bayside Park, will be collaborating to hold their events in conjunction with each other from September 28, 2023 - October 1, 2023. The FMB Chamber of Commerce's Certificate of Liability will cover any of the events being held at Bayside Park.

Event A) Island Hopper Singer/Songwriter Fest - September 29 - October 1, 2023 - Permit # 234969

Event B) Special Ceremony on September 28, 20223 from 9 am - 10am. Permit # 235151

Event C) Fort Myers Beach Memorial - multiple sites - Permit # 235183

Attachments:

1. Water Meter Info for Special Events
2. 235183_Parking Fees
3. 235183_FMB Memorial_

Financial Impact:

Water meter = \$1045.00 + actual cost of water. See attached.

Parking Fee = 23 spaces for 12 hrs = \$1,380.00 See attached

Permit Fees - \$100.00

Renting Bayside Park = 11am - 8 pm - \$150.00 an hour = \$1,350.00

Public Works Fees =

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Code Supervisor/STR Coordinator
Steve Poposki, Community Development Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 8/28/2023
Approved - 8/28/2023
Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023

Attention new customers: **The first bill for every new account will reflect a water miscellaneous charge.** This is a water service fee for obtaining a beginning meter read and establishing billing and accounting records. Accounts are billed monthly. Bills not paid by the due date as shown on the bill are considered late. When accounts are turned off for nonpayment, a reconnection service charge will be due as well as any applicable charges. If an unpaid previous balance appears on the bill, the unpaid amount is NOT extended to the current month's due date.

If a special trip is made to the customer's premises (re-reads, meter tests, meter shut off, data loggers, etc) a trip charge will be applied to the monthly billing.

Name:
Service Address:
Mailing Address: City: State: Zip:
Email Address: Phone Number:
Connection Date: Driver's License #:

To guarantee the payment of any and all indebtedness for water, sewer and stormwater fees which may be or become due to Utilities by said customer. Customer agrees that such deposit or any part thereof may be applied by the Department at any time in satisfaction of said guarantee. The Department agrees to refund to the customer that portion of the deposit applying to the services discontinued, less any amounts due to the Department. This Deposit shall not preclude the Department from discontinuing for nonpayment and all services covered by this deposit regardless of the sufficiency of said deposit to cover such indebtedness for such services.

1. I hereby request and authorize Fort Myers Beach Utilities to supply water/sewer service to the above described property until receipt of formal notice from me requesting discontinuance of such water/sewer service.
2. I agree to promptly pay for said water/sewer service at the rates established by Town Council/Lee County Utilities Division.
3. I hereby agree to abide by the rules and regulations applicable to said water/sewer service.
4. I agree by signing up for this account that I am responsible for the monthly stormwater fee.

Signature: Date:

Please email completed form to : NEWACCOUNTS@FMBGOV.COM

Office use only

Account Number: Deposit Amount:

Hydrant Meter Deposit

Please utilize our online service at eonlinebill.com/ftmyers to pay your bill and set up paperless billing

Meter #22074904

Reserved

Starting Read 0.0 gals.





Town of Fort Myers Beach

Purchase Requisition

Requested By:	Steve Matuska
Department:	Utilities

Request Date:	6/21/2023
---------------	-----------

Vendor Name:	Consolidated Pipe & Supply, INC.
Vendor Address:	3010 EUNICE AVE, Orlando, FL 32808
Vendor Phone:	407-293-2001
Vendor ID (if known):	

Include as much detail as possible to explain why this purchase is needed.

Item Number	Description	Qty	Price	Extended Price
FHZ30-CV	ZENNER HYDRANT METER W/CHECK VALVE	3	\$1,045.00	\$3,135.00
Total:				\$3,135.00

Detailed Description:	These hydrant meters are leased to contractors for construction projects that require temporary water usage from a fire hydrant.

Account Coding: 50.40.533

Director's Signature:

Date: 6/21/2023

Required Documents: \$500-\$3999.99 - 3 verbal quotes
\$4000-24,999.99 - 3 written quotes
\$25,000-over - Sealed competitive bid
If contract has been awarded, attach contract
If STA has been approved, attach STA
Sole source

Form Included
X

Invoices and packing slips must be provided to Finance upon receipt of goods/services.
Pictures of items received and in use also need to be provided.

SCHEDULE 1
Monthly Water User Rates

Line No.	Description	Fiscal Year Ending September 30,				
		Existing	Effective October 1, 2020	Effective October 1, 2021	Effective October 1, 2022	Effective October 1, 2023

[2] Existing and proposed usage blocks for commercial customers are as follows

EXISTING

Meter Size	Gallons			
	Block 1	Block 2	Block 3	Block 4
3/4"	Up to 6,000	6,001 to 15,000	15,001 to 30,000	> 30,000
1"	Up to 15,000	15,001 to 38,000	38,001 to 75,000	> 75,000
1.5"	Up to 30,000	30,001 to 75,000	75,001 to 150,000	> 150,000
2"	Up to 48,000	48,001 to 120,000	120,001 to 240,000	> 240,000
3"	Up to 96,000	96,001 to 240,000	240,001 to 480,000	> 480,000
4"	Up to 150,000	150,001 to 375,000	375,001 to 750,000	> 750,000
6"	Up to 300,000	300,001 to 750,000	750,001 to 1,500,000	> 1,500,000
8"	Up to 480,000	480,001 to 1,200,000	1,200,001 to 2,400,000	> 2,400,000
10"	Up to 870,000	870,001 to 2,175,000	2,175,001 to 4,350,000	> 4,350,000

PROPOSED

Meter Size	Gallons			
	Block 1	Block 2	Block 3	Block 4
3/4"	Up to 6,000	6,001 to 12,000	12,001 to 18,000	> 18,000
1"	Up to 15,000	15,001 to 30,000	30,001 to 45,000	> 45,000
1.5"	Up to 30,000	30,001 to 60,000	60,001 to 90,000	> 90,000
2"	Up to 48,000	48,001 to 96,000	96,001 to 144,000	> 144,000
3"	Up to 96,000	96,001 to 192,000	192,001 to 288,000	> 288,000
4"	Up to 150,000	150,001 to 300,000	300,001 to 450,000	> 450,000
6"	Up to 300,000	300,001 to 600,000	600,001 to 900,000	> 900,000
8"	Up to 480,000	480,001 to 960,000	960,001 to 1,440,000	> 1,440,000
10"	Up to 870,000	870,001 to 1,740,000	1,740,001 to 2,610,000	> 2,610,000

[3] Existing and proposed usage blocks for irrigation customers are as follows

EXISTING

Meter Size	Gallons			
	Block 1	Block 2	Block 3	Block 4
3/4"	Up to 6,000	6,001 to 15,000	15,001 to 30,000	> 30,000
1"	Up to 15,000	15,001 to 38,000	38,001 to 75,000	> 75,000
1.5"	Up to 30,000	30,001 to 75,000	75,001 to 150,000	> 150,000
2"	Up to 48,000	48,001 to 120,000	120,001 to 240,000	> 240,000
3"	Up to 96,000	96,001 to 240,000	240,001 to 480,000	> 480,000
4"	Up to 150,000	150,001 to 375,000	375,001 to 750,000	> 750,000
6"	Up to 300,000	300,001 to 750,000	750,001 to 1,500,000	> 1,500,000
8"	Up to 480,000	480,001 to 1,200,000	1,200,001 to 2,400,000	> 2,400,000
10"	Up to 870,000	870,001 to 2,175,000	2,175,001 to 4,350,000	> 4,350,000

PROPOSED

Meter Size	Gallons		
	Block 1	Block 2	Block 3
3/4"	Up to 12,000	12,001 to 18,000	> 18,000
1"	Up to 30,000	30,001 to 45,000	> 45,000
1.5"	Up to 60,000	60,001 to 90,000	> 90,000
2"	Up to 96,000	96,001 to 144,000	> 144,000
3"	Up to 192,000	192,001 to 288,000	> 288,000
4"	Up to 300,000	300,001 to 450,000	> 450,000
6"	Up to 600,000	600,001 to 900,000	> 900,000
8"	Up to 960,000	960,001 to 1,440,000	> 1,440,000
10"	Up to 1,740,000	1,740,001 to 2,610,000	> 2,610,000

Patty Prevost

From: Steven Matuska
Sent: Thursday, August 17, 2023 10:55 AM
To: Patty Prevost
Cc: Roxanne Frank; Jason Freeman
Subject: Hydrant Meter - Special Events
Attachments: Hydrant Meter Application for Deposit.pdf; Water Meter - Usage Cost.pdf; Hydrant Meter - Fee Structure.pdf

Patty,

Attached is the meter deposit and usage rates for special events, Please let me know if you have any questions.

Thank you.



Steve Matuska

Utilities Manager
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL. 33931
Phone: (239) 478-6163

FMBgov.com



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

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

Patty Prevost

235183

From: Todd Sears
Sent: Thursday, August 17, 2023 12:14 PM
To: Patty Prevost
Subject: RE: Missing out punch

Importance: High

Total of 23 spaces for 12 hours. \$60 per space = \$1,380.00.
Todd

From: Patty Prevost <Patty@fmbgov.com>
Sent: Thursday, August 17, 2023 9:21 AM
To: Todd Sears <todd@fmbgov.com>
Subject: Missing out punch

You are missing an out punch for 8/16/2023. What time did you leave?



FMBgov.com

Patty Prevost

Assistant to the Comm Dev Director

Town of Fort Myers Beach

2525 Estero Boulevard

Fort Myers Beach, FL. 33931

Phone: (239) 765-0202, Ext 1201

Cell: 239 308-5062





Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com



Name of event Fort Myers Beach Memorial (FMB Memorial)

Attach separate sheet of paper with detailed description of event

Date(s) and times of event September 28th 2023 - 11am-8pm

Address of event Old San Carlos Blvd, Between 1st and 3rd St

Expected # of participants/attendees 3000

Sponsoring Organization _____

Organization address _____

Contact Person/Phone# Zoe Wright 239-666-4043

E-mail fmbrevival@gmail.com

Amplified Music Y ☒ N ☐ 500 Ft Notifications Y Copy of Letter Y

Renting Town Property Y ☒ N ☐ Renting Parking Spaces Y ☐ N ☒

How many Spaces? 0 How many hours _____

Extension of Premises? Y ☐ N ☒ ABT Form _____ How many days? 1 (Over 3 days needs to go to Council)

Letters of Permission to use Property Y

Letters of Permission to use Parking N/A Parking Plan N/A

Site Plan Y Insurance Y (Naming Town of FMB as Certificate Holder)

Requesting Water Y ☒ N ☐ Electric Y ☒ N ☐

Requires Council Approval:

Waiver of open container Y ☒ N ☐ Waiver of Town parking fees Y ☒ N ☐

Waiver of Noise Ordinance Y ☒ N ☐ Recurring Event Y ☒ N ☐

Applicant Signature

Zoe Wright

Printed Name

Zoe Wright

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

January 30, 2023

Attachment A

EVENT: Fort Myers Beach Revival - Revive The Vibe Fest 2023

DATE: September 28th 2023

EVENT HOURS: 11:00am until 8:00pm (hours that local venues operate minus one hour to ensure guests leave the area in time for close and noise ordinance)

SET UP TIMES: Set up on Sept 28th from 7:00 a.m. until 11:00 a.m.

BREAKDOWN TIMES: 8:00pm. Until 10:00pm with hopes to reopen the street by 11:00pm

SET UP LOGISTICS: There will one overall Leader/co-ordinator and a lead for each volunteer group and lead for each part of the event ie. Music, Restaurants, Merchandise, Sponsors, Trash, Bathrooms

LOCATION: Old San Carlos Blvd. on Fort Myers Beach between First and Third Streets, Bayfront Park, Moss Marine and the parking lots located at 401 Old San Carlos, 420 Old San Carlos and 939 Third st.

EVENT DESCRIPTION AND SCHEDULE: FMB Revival is a one day musical event in memory of the destruction and struggles we faced, the friends we made and lost, the community we discovered and the strength we gained due to hurricane Ian. The festival showcases Fort Myers Beach and nearby restaurants and bars as a boost to visitation to the island and to show locals and vacationers that their favourite places and local talent are here ready to welcome the public. The restaurants will sell samples of their best dishes to the public from tents or food trucks parked in the parking lots off Old San Carlos and Third St and Moss Marina.

We are seeking to erect two stages - one over the bay end of the area in Bayside Park and one in Moss Marine next to Rude Shrimp for live music.

Music will run on the stage at Bayside park from noon-8:00pm

Music will run on the stage at Moss Marine from noon-10:00pm, a "headline" band will play after a moment of silence at sunset until 10:00pm

Restaurants can begin setting up their booths at 8:00 a.m. and must be ready for the public when the gates open at 11:00 a.m. Restaurant booths will close by 8:00pm followed by removal of booths and clean up but local venues such as Wahoo Willie's, Snug Harbour and Rude Shrimp co. will remain serving until 9:00 and 10:00pm as usual.

SITE PLAN: See Attachment B.

EXPECTED ATTENDANCE: 3,000.

REQUEST TO USE RIGHT-OF-WAY: FMB Revival is requesting to use Old San Carlos Blvd. from Third Street to First Street and Bayfront Park.

VEHICLE PARKING MANAGEMENT: There are in excess of 800 public and private parking spaces within a five minute walk of the event. An additional 300 spaces are within a 10 minute walk of the event.

TOWN PARKING: FMB Revival is requesting that the fees for town parking on Old San Carlos be waived for the day as we will be using/closing these spaces with our street closure plans.

TRASH MANAGEMENT: FMB Revival will have a 20 yard dump Trailer from Copeland Southern Disposal on site Wednesday evening to be removed Friday morning. 30 trash receptacles from Waste Management will be placed around the site. FMB Revival will have a trash team organized to empty all trash receptacles (including the town's) on an as-needed basis. In addition, the team will be picking up trash on the ground during and after the event.

REQUEST TO CLOSE STREETS: We request that Old San Carlos Blvd. be closed from Third Street to First Street and Bayside Park. The parking lot at 645 Old San Carlos Blvd will be accessible through Bonita Street and a blocked off section of Moss Marine.

TIME OF CLOSURE: September 28th from 7:00 a.m. until 11:00p.m. We may open the street earlier than 11:00 p.m. if street clean-up is completed earlier. Please note: Third Street will need to revert to a two-way street for the day of the event to allow vehicle access to North Estero Blvd from the south end of the island.

TOWN BARRICADES NEEDED: A total of ten barricades are requested: Two at the corner of First Street and Old San Carlos Blvd.; two at the corner of Second Street and Old San Carlos Blvd.; two at Third Street and Old San Carlos Blvd; Two at the end of Old San Carlos and 645 Old San Carlos Parking lot (to stop visitors walking through here with open container into Moss; and two at the end of Harbour Ct and Moss Marine (this road will be closed)

REQUEST TO HANG BANNERS: Yes only surrounding the 'stage' at bayside park and on individual vendor tents in the two parking lots.

ALCOHOL PERMIT TO BE REQUESTED: Yes.
Some beach restaurants will be putting tents on the grass strip at 420 Old San Carlos Blvd; 401 Old San Carlos Blvd and 939 Third Street Blvd.

When we have a final list of vendors we are happy to provide what they will be selling in terms of food and alcohol if this is required.

REQUEST TO WAIVE OPEN CONTAINER ORDINANCE: Yes.

We request open container to be lifted on Old San Carlos from 3rd to 1st St from 11:00am until 8:00pm on September 28th 2023.

I believe FMB Chamber of Commerce are also requesting open container to be lifted from the 28th Sept - Oct 1st for Bayside Park which will cover this event on the 28th.

DETAILS OF ENTERTAINMENT TIMES AND LOCATIONS:

A stage will be placed at Bayfront Park with music running from 11:00am until 8:00pm. The music in Bayfront park will end 8pm, an hour before local restaurants close to ensure we can clear this area of guests and breakdown before noise ordinance commences at 10:00pm.

A second stage will be placed inside Moss Marine next to Rude Shrimp co. And music will run from 11:00am until 10:00pm.

REQUEST TO WAIVE BAYSIDE PARK FEES: FMB Revival requests the fees for rental and electric to be waived for Bayside Park on the 28th.

MUNICIPAL ELECTRIC CONNECTION REQUIRED: Yes, Bayfront Park.

CERTIFICATE OF INSURANCE: See Attachment C.

PERMISSION TO USE PRIVATE PROPERTY: See Attachments D, E and F.

MUNICIPAL WATER CONNECTION REQUIRED: Yes, 3rd st and Old San Carlos.

Applicant to Complete:

Company managing trash removal: Copeland Southern Disposal

No. of dumpsters: 1 Type of dumpsters: Dumpster Trailer

Who is responsible for clean-up and payment: Steven Copeland & Zoë Wright

City right-of-way Parking Use: _____ Number of spaces: _____

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: See attached

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: See attached

Approval: _____ Date: _____



Date: 09/06/2023

Permit #: 235183

Permit Date: 08/16/2023

Review Date: 08/16/2023

Permit Type:

Review Type: SEP-Public Works Review

Target Date: 08/17/2023

Scheduled Time: 00:00

Completed Date:

Description:

Review Status: APPROVED

Assigned To: Martin Pitts

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Property Information

Parcel#: 244623W30030A0010

FREEMAN WILLIAM T & FREEMAN COLLEEN C

401 OLD SAN CARLOS BLVD

Zoning: C-1Lot: 0010Block: 0030A

FREEMAN WILLIAM T & FREEMAN COLLEEN C

15341 KILBIRNIE DR

FORT MYERS, FL 33912



Date: 08/18/2023

Permit #: 235183

Permit Date: 08/16/2023

Review Date: 08/16/2023

Permit Type:

Review Type: SEP-Environmental

Target Date: 08/17/2023

Scheduled Time: 00:00

Completed Date: 08/18/2023

Description:

Review Status: REVIEWED W/CONDITIONS

Assigned To: Chadd Chustz

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

SEA TURTLE NESTING SEASON MAY 1 through OCTOBER 31

EVENT LIGHTING VISIBLE FROM THE BEACH IS NOT AUTHORIZED

Lighting associated with a special event that may directly, indirectly, or cumulatively be visible from any portion of the beach IS NOT AUTHORIZED before sunrise nor after sunset.

No sky lanterns, floating lanterns, confetti bombs permitted. Any and all flower petals, rice, and any other litter shall be collected from the beach and disposed of properly in a garbage bin.

08/18/2023

Special event permit holders are responsible for ensuring that the area where the event is held is free of all litter and debris within 24 hours of the time the special event ends. In the event this section is not complied with, the town manager has the authority to contract with a cleaning service and the cost of the cleanup will be the responsibility of the permit holder (Sec. 22-12).

No person shall make, continue or cause to be made or continued any noise disturbance in accordance with Land Development Code Sec. 14-23. Noises resulting from a special event authorized pursuant to chapter 22 of the Land Development Code are excepted; provided, such noises are in compliance with any specific limitations as set forth within the special event permit. If no specific limitations are set forth in the special event permit, the provisions of Land Development Code Sec. 14-23 shall fully apply.

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

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: No balloon or sky lantern
releases-

Turtle Time approval: Eve M. Haverfield Date: 8/16/23

January 30, 2023



Fort Myers Beach Fire Control District

Life Safety Branch

100 Voorhis Street · Fort Myers Beach, Florida 33931
Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

Event Type:

☐ Small Outdoor/Indoor Event	☒ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 07/13/2023		Date of Event: 09/28/2023
Location: Old San Carlos Blvd, 1st - 3rd St		
Event Start Date/Time: 11am		Event End Date/Time: 8pm
Setup Date: Sept 28th	Setup Time: 7:00am	Inspection Time:
Event Sponsor: FMB Revival		
Sponsor Contact: Zoë Wright	Sponsor Phone #: 239-666-4043	Sponsor Email: fmbrevival@gmail.com
Anticipated Number of Attendees: 3000	Anticipated Number of Event Workers: 50	
Will there be carnival or mechanical rides: No	Number of Stages: 2	
Total Number of Vendors: 30	Total Number of Hot Food Vendors: 20	
Number of Tents larger than 20 x 20:	Number of 10 x 10 Tents: 30	

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Zoë Wright

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors, with full contact information, must be provided to the Fort Myers Beach Fire District. This information shall include contact name, number, and e-mail. All inspection fees will be due at time of service, and must be paid prior to release of any approvals.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

1. A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
2. A life safety evaluation may be required based on the size of the event in accordance with the fire code.
3. All vendors should review FMBFD guidelines, on our website at www.FMBFirefl.gov
4. Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Submitting Party Name (Print)

Submitting Party Name (Sign)

Date: 8.15.2023

- Restaurants
- Hotels
- Things to do
- Museums
- Transit
- Pharmacies
- ATMs

C

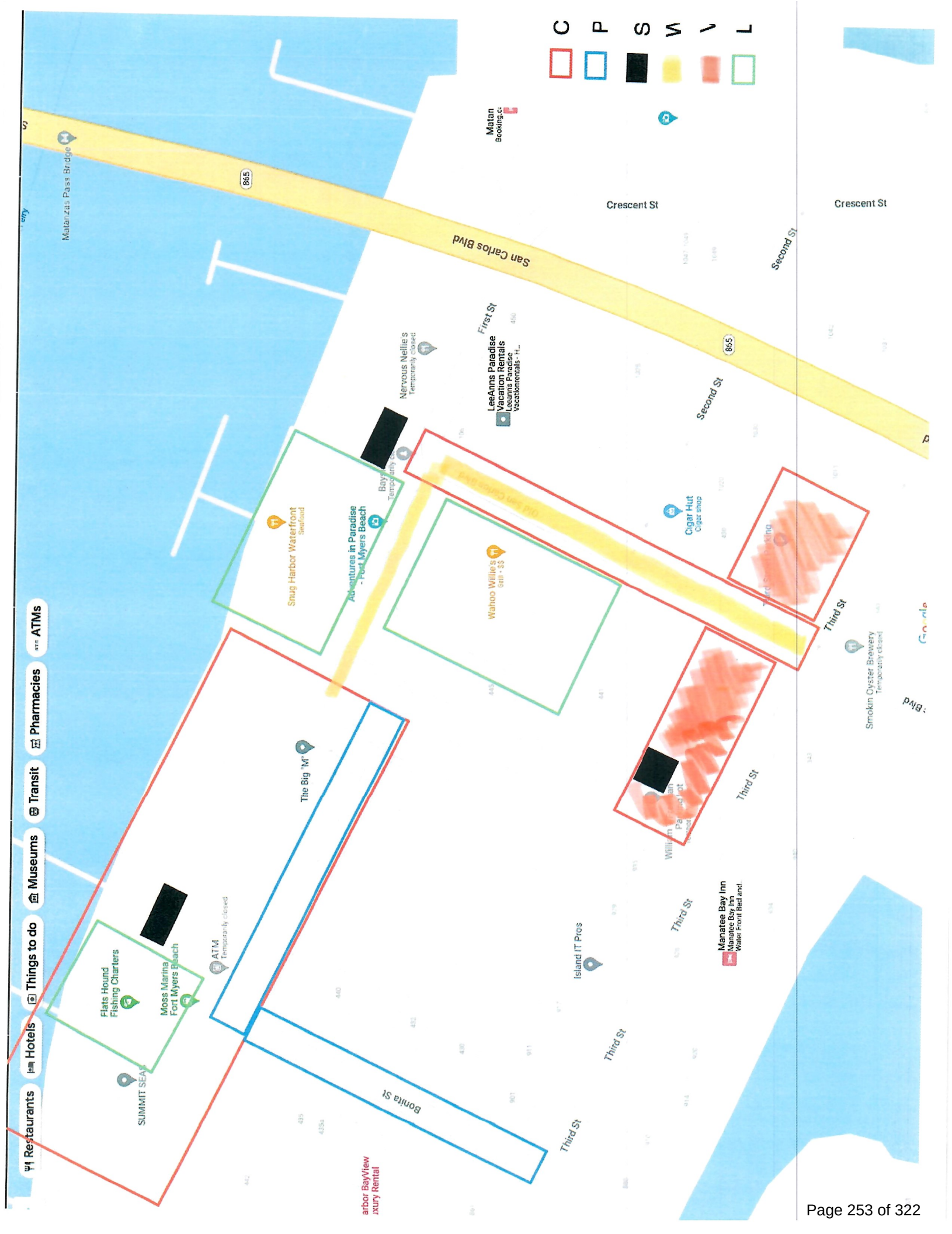
P

S

W

V

L



Attachment A

EVENT: Fort Myers Beach Revival - Revive The Vibe Fest 2023

DATE: September 28th 2023

EVENT HOURS: 11:00am until 8:00pm (hours that local venues operate minus one hour to ensure guests leave the area in time for close and noise ordinance)

SET UP TIMES: Set up on Sept 28th from 7:00 a.m. until 11:00 a.m.

BREAKDOWN TIMES: 8:00pm. Until 10:00pm with hopes to reopen the street by 11:00pm

SET UP LOGISTICS: There will one overall Leader/co-ordinator and a lead for each volunteer group and lead for each part of the event ie. Music, Restaurants, Merchandise, Sponsors, Trash, Bathrooms

LOCATION: Old San Carlos Blvd. on Fort Myers Beach between First and Third Streets, Bayfront Park, Moss Marine and the parking lots located at 401 Old San Carlos, 420 Old San Carlos and 939 Third st.

EVENT DESCRIPTION AND SCHEDULE: FMB Revival is a one day musical event in memory of the destruction and struggles we faced, the friends we made and lost, the community we discovered and the strength we gained due to hurricane Ian. The festival showcases Fort Myers Beach and nearby restaurants and bars as a boost to visitation to the island and to show locals and vacationers that their favourite places and local talent are here ready to welcome the public. The restaurants will sell samples of their best dishes to the public from tents or food trucks parked in the parking lots off Old San Carlos and Third St and Moss Marina.

We are seeking to erect two stages - one over the bay end of the area in Bayside Park and one in Moss Marine next to Rude Shrimp for live music.

Music will run on the stage at Bayside park from noon-8:00pm

Music will run on the stage at Moss Marine from noon-10:00pm, a "headline" band will play after a moment of silence at sunset until 10:00pm

Restaurants can begin setting up their booths at 8:00 a.m. and must be ready for the public when the gates open at 11:00 a.m. Restaurant booths will close by 8:00pm followed by removal of booths and clean up but local venues such as Wahoo Willie's, Snug Harbour and Rude Shrimp co. will remain serving until 9:00 and 10:00pm as usual.

SITE PLAN: See Attachment B.

EXPECTED ATTENDANCE: 3,000.

REQUEST TO USE RIGHT-OF-WAY: FMB Revival is requesting to use Old San Carlos Blvd. from Third Street to First Street and Bayfront Park.

VEHICLE PARKING MANAGEMENT: There are in excess of 800 public and private parking spaces within a five minute walk of the event. An additional 300 spaces are within a 10 minute walk of the event.

TRASH MANAGEMENT: FMB Revival will have a 20 yard dumpster from Advanced Waste Management on site Friday morning, to be removed Monday morning. Twenty trash receptacles, in addition to the town's receptacles, will be placed around the site. The Chamber has a trash team organized to empty all trash receptacles (including the town's) on an as-needed basis. In addition, the team will be picking up trash on the ground during and after the event.

REQUEST TO CLOSE STREETS: We request that Old San Carlos Blvd. be closed from

Third Street to First Street and Bayside Park. The parking lot at 645 Old San Carlos Blvd will be accessible through a blocked off section of 939 Third St.

TIME OF CLOSURE: September 28th from 7:00 a.m. until 11:00p.m. We may open the street earlier than 11:00 p.m. if street clean-up is completed earlier.

Please note: Third Street will need to revert to a two-way street for the day of the event to allow vehicle access to North Estero Blvd from the south end of the island.

TOWN BARRICADES NEEDED: A total of ten barricades are requested: Two at the corner of First Street and Old San Carlos Blvd.; two at the corner of Second Street and Old San Carlos Blvd.; two at the corner of First Street and Old San Carlos Blvd; two at the end of Bonita St and Moss Marine; and two at the end of Harbour Ct and Moss Marine.

REQUEST TO HANG BANNERS: No. We understand the Town no longer hangs banners over Estero Blvd. We will be placing a banner on the side of the Fort Myers Beach Chamber building (2450 Estero Blvd) two weeks prior to the event as has been done in the past with other events such as Shrimp Fest).

ALCOHOL PERMIT TO BE REQUESTED: Yes.

Some beach restaurants will be putting tents on the grass strip at 420 Old San Carlos Blvd; 401 Old San Carlos Blvd and inside Moss Marine.

Rude Shrimp will be applying for an extension of premise which is not part of this permit application.



August 15th, 2023

(Insert name and address)

Dear (Insert name):

Pursuant to the requirements of the Town of Fort Myers Beach Ordinance#16-03, FMB Revival would like to notify you that we have applied for a Town of Fort Myers Beach Special Event Permit for the 1st annual Fort Myers Beach Revival Hurricane Memorial Festival held from 11:00 a.m. until 8:00 p.m. on September 28th 2023.

You are receiving this notice because the event application includes amplified sound from a stage located in Bayfront Park and a stage located at 450 Harbor Ct, Fort Myers Beach, FL 33931, which are within a 500 foot radius of the edge of your property. The music

will be from Noon until 8:00pm during the event. Please be advised that, as a residential property within this radius, should you have an objection to the amplified sound, you may submit a letter of objection to the Town Manager at Town Hall within ten business days, or no later than on or before close of business on September 15th 2023.

Sincerely,

Zoe Wright

Signature Florals
15961 McGregor Blvd, Suite 1,
Fort Myers, Florida, 33908



MEMORANDUM

Date: August 1st, 2023

From: John Richard

To: Town of Fort Myers Beach

RE: Permission to use property

Please be advised that the Fort Myers Beach Revival has my permission to use the grass strip on my property between the sidewalk and parking lot at 420 Old San Carlos Blvd. for Revive the Vibe Fest on September 28th 2023.

Thank you,

A handwritten signature in black ink, appearing to read "John Richard". The signature is fluid and cursive, with a long, sweeping line extending from the end.

RICHARD, JOHN

420 OLD SAN CARLOS BLVD,
FORT MYERS BEACH, FL 33931

MEMORANDUM

Date: August 1st, 2023

From: Peter Ennis

To: Town of Fort Myers Beach

RE: Permission to use property

Please be advised that the Fort Myers Beach Revival has my permission to use my property at Snug Harbour located at 645 Old San Carlos Blvd, Fort Myers Beach, FL 33931 for Revive the Vibe Fest on September 28th 2023.

Thank you,

A handwritten signature in black ink, appearing to read 'Peter Ennis', with a long horizontal flourish extending to the right.

ENNIS, PETER

645 OLD SAN CARLOS BOULEVARD
FORT MYERS BEACH, FL 33931

MEMORANDUM

Date: August 1st, 2023

From: Bill Ignati

To: Town of Fort Myers Beach

RE: Permission to use property

Please be advised that the Fort Myers Beach Revival has my permission to use my property at Wahoo Willies located at 645 Old San Carlos Blvd, Fort Myers Beach, FL 33931 for Revive the Vibe Fest on September 28th 2023.

Thank you,

A handwritten signature in black ink, appearing to read 'Peter Ennis', with a long horizontal flourish extending to the right.

ENNIS, PETER

645 OLD SAN CARLOS BOULEVARD
FORT MYERS BEACH, FL 33931



MEMORANDUM

Date: August 1st, 2023

From: Gary Foco

To: Town of Fort Myers Beach

RE: Permission to use property

Please be advised that the FMB Revival has my permission to use the parking lot on my property at 401 San Carlos Blvd, Fort Myers Beach, FL 33931, 939 Third St, Fort Myers Beach, FL 33931 and Moss Marina 450 Harbor Ct, Fort Myers Beach, FL 33931 for Revive the Vibe Fest on September 28th 2023.

Thank you,

A handwritten signature in black ink, appearing to read "Gary Foco".

FOCO, GARY

450 HARBOUR COURT,
FORT MYERS BEACH, FL
33931



MEMORANDUM

Date: February 8, 2019

From: Len Lemmer

To: Town of Fort Myers Beach

RE: Permission to use property

Please be advised that Fort Myers Beach Revival has my permission to use the property located at 1131 First St. for Revive The Vibe Fest on September 28th 2023.

Thank you,

LEN LEMMER, OWNER
NERVOUS NELLIES
1131 FIRST STREET
FORTMYERS BEACH, FL 33931



MEMORANDUM

Date: August 1st, 2023

From: John W. Richard

To: Town of Fort Myers Beach

RE: Permission to use property

Please be advised that Fort Myers Beach Revival has my permission to use the property located on the Northeast corner of the intersection of Old San Carlos Blvd, and 3rd Street for Revive the Vibe Fest on September 28th 2023.

Thank you,

JohnW. Richard, Owner

Ocean Jewels Ent., inc.
Shipwreck Motel Inc.
Houseboat LLC
John W. Richard Revocable Trust
237Old San Carlos Blvd
Fort Myers Beach,FL 33931



MEMORANDUM

Date: August 31st, 2023

From: Tyler Lemmer

To: Town of Fort Myers Beach

RE: Permission to use property

Please be advised that the Fort Myers Beach Revival has my permission to use my property at Snug Harbour located at 1131 First St, Fort Myers Beach, FL 33931 for Revive the Vibe Fest on September 28th 2023.

Thank you,

A handwritten signature in black ink, appearing to read "Tyler Lemmer". The signature is fluid and stylized, with a long horizontal stroke at the end.

LEMMER, TYLER

1131 FIRST ST,
FORT MYERS BEACH, FL
33931

1. **Requested Motion:**

Meeting Date: September 11, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VAR20230088 VARIANCE OF 6 FEET FROM THE REQUIRED 25 FOOT STREET SETBACK AND A VARIANCE OF 7 FEET, 6 INCHES FROM THE REQUIRED 20 FOOT REAR SETBACK FOR THE PROPERTY LOCATED AT 125 STRANDVIEW AVE; AND PROVIDING FOR AN EFFECTIVE DATE

Why the action is necessary:

What the action accomplishes:

Approval would allow the customer's proposed house design to extend further towards the front/rear of the triangular lot.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Jason Smalley, Senior Planner

5. **Background:**

Jorge and Arlina Mendoza, the applicants for 125 Strandview Ave., are requesting a variance from the Town's Land Development Code (LDC) Table 34-3 which requires a single-family home in the RS zoning district to provide a minimum street setback of 25 feet from the front property line, and 20-foot setback from the rear property line. The applicant is requesting a variance of 6-feet from the street setback for a front setback of 19-feet, and 7-feet 6-inches from the rear setbacks and providing a setback of 12-feet 6-inches to build a new single family.

Prior to Hurricane Ian the primary structure was non-conforming for setbacks and the lot's dimensions were non-conforming for minimum area within the Single-family zone. An Administrative Variance was approved in 2017 to construct an in-ground pool.

Attachments:

1. 23-107, VAR20230088 125 Strandview
2. Staff Report
3. Resolution
4. Exhibit A - Site Plan
5. Exhibit B - Setback Descriptions
6. Exhibit D - LPA postcards
7. Exhibit E - Public Hearing Application
8. Exhibit E - Amended Supplement Application

Financial Impact:

unknown

6. **Alternative Action**

Approve or approve with conditions

7. **Management Recommendations:**

Denial

8. Recommended Approval:

Kendra Rosa, Zoning Coordinator/Planner 1
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 8/30/2023
Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023

RESOLUTION NUMBER 23-107

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VAR20230088 VARIANCE OF 6 FEET FROM THE REQUIRED 25 FOOT STREET SETBACK AND A VARIANCE OF 7 FEET, 6 INCHES FROM THE REQUIRED 20 FOOT REAR SETBACK FOR THE PROPERTY LOCATED AT 125 STRANDVIEW AVE; 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, applicant/ owners Jorge and Arlina Mendoza, are requesting a variance from Table 34-3 Dimensional Regulations in Conventional Zoning Districts for the street and rear setbacks; and

WHEREAS, the STRAP number for the subject property is 29-46-24-W3-0080F.0150; and

WHEREAS, the Property is located in the “Mixed Residential” category of the Future Land Use Map of the Comprehensive Plan and the “Residential Conservation” zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on August 8, 2023, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-87 of the LDC. The LPA voted 7-0 to recommend approval of the variance; and

WHEREAS, on September 11, 2023 the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by 34-87 of the LDC; and

WHEREAS, the Town Council determined it is in the best interest of the Town to approve/ approve with conditions/ deny the request.

NOW THEREFORE, BE IT RESOLVED 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 Variance do/ do not meet the requirements of the Town Comprehensive Plan and LDC, and approving/ approving with conditions/ denying the Variance is in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council APPROVES/ APPROVES WITH CONDITIONS/ DENIES the variance from Table 34-3 Dimensional Regulations in Conventional Zoning Districts.

Section 3. In approving/ approving with conditions/ denying the Variance, the Town Council makes the following findings and conclusions in accordance with the requirements of Section 34-87 of the LDC:

- A. There are/ are not exceptional or extraordinary conditions or circumstances that are inherent to the property in question, and the request is/is not for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.
- B. The conditions justifying approval of the variance are/ are not the result of actions of the Applicant taken after the adoption of the regulation in question.
- C. The variance is/ is not the minimum variance that will relieve the Applicant of an unreasonable burden caused by the application of the regulation to the Property.
- D. The granting of the variance will/ will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- E. The conditions or circumstances on the Property are/ are not of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.

Section 4. If the Town Council approves the requested variance, the following conditions of approval are imposed on the Applicant and the Property:

- A. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
- B. The variance shall only apply to the single-family home as shown on the provided site plan. Alterations or substantial damage to the structure shall render their respective variance to be null and void.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member Woodson and seconded by vice Mayor Atterholt, 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 11th day of September 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

Vose Law Firm, LLP, Town Attorney

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



Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: Variance

CASE NUMBER: VAR20230088

CASE NAME: 125 Strandview Ave; requesting a variance from LDC Section 34-638 Table 34-3 Dimensional Regulations in Conventional Zoning Districts for the street and rear setbacks in the RS zoning district.

COUNCIL HEARING DATE: September 11, 2023, at 9 AM

STAFF RECOMMENDATION: DENIAL

**PREPARED/
SUBMITTED BY:** Jason Smalley- Senior Planner

I. APPLICATION SUMMARY

Applicant/Owner: Jorge L. Mendoza and Arlina I. Mendoza

Request: The applicant is requesting two setback variances:
Variance of 6-feet from the 25-foot LDC required street setback, for a setback of 19-feet; and
Variance of 7.5feet from the 20-foot, LDC required rear setback for a rear setback of 12.5feet to build a new single-family home.

Subject property: See attached site plan

Physical Address: 125 Strandview Avenue

STRAP #: 29-46-24-W3-0080F.0150

FLU: Low Density

Zoning: Residential Single-family (RS)

Adjacent zoning and land uses:

North:	RESIDENTIAL SINGLE-FAMILY (RS) Single-Family Residence
South:	RESIDENTIAL MULTI-FAMILY (RS) Single-Family Residences
East:	RESIDENTIAL MULTI-FAMILY (RM) Condominiums
West:	RESIDENTIAL SINGLE-FAMILY (RS) Single-Family Residence

II. LPA OUTCOME

Discussion during the LPA centered around whether this triangular lot presented a novel hinderance to developing a home of similar size to what existed prior to Hurricane Ian. The LPA also discussed whether the created rear property line further complicated the proposed rebuild of a similar sized home.

The LPA recommended approval by a 4-0 vote with the attached conditions.

III. BACKGROUND AND ANALYSIS

Background:

Jorge and Arlina Mendoza, the applicants for 125 Strandview Ave., are requesting a variance from the Town's Land Development Code (LDC) Table 34-3 which requires a single-family home in the RS zoning district to provide a minimum street setback of 25 feet from the front property line, and 20-foot setback from the rear property line. The applicant is requesting a variance of 6-feet from the street setback for a front setback of 19-feet, and 7-feet 6-inches from the rear setbacks and providing a setback of 12-feet 6-inches to build a new single family.

Prior to Hurricane Ian the primary structure was non-conforming for setbacks and the lot's dimensions were non-conforming for minimum area within the Single-family zone. An Administrative Variance was approved in 2017 to construct an in-ground pool.

Analysis:

The purpose of the RS zoning district is to provide stable neighborhoods where single-family detached homes are the predominant land use. The subject property is an interior lot that is triangle-shaped and is adjacent to a Town-held 20-foot-wide stormwater retention area to the east of the applicant's lot. The lot has a depth of approximately 92-feet and an average width of 75.63-feet, requiring street setbacks of 25-feet, side setbacks of 10-feet, and rear setbacks of 20-feet. The property previously had a single-family home, which was destroyed by Hurricane Ian.

Staff determined that the side setbacks of the property are 10-feet based on the average width of the property (75.63-feet). Exhibit B, attached, indicates how the setbacks are applied for this particular property.

Neighborhood Compatibility:

This scenario is not unique in nature. There are three other properties within 500-feet which have roughly triangular lot shapes which would be affected by the same setback requirements. Based on a visual review of the Lee Property Appraiser's arials the other triangular lots in the area don't appear to have compliant setbacks per the current LDC.

In 2017 the homeowners obtained an Administrative Variance (ADM17-0011) for their pool, they were granted a 10-foot reduction of the 25-foot front setback. The location of the pool has no bearing on the variances requested.

Per LEEPA arials staff noted that the previous home didn't have a paved driveway, if the homeowners choose to develop one they should consult with the Town's Public Works Dept. to ensure that the design and placement do not interfere with the stormwater drainage area directly to the South of this lot.

Findings and Conclusions:

LDC Sec. 34-87 sets forth the required findings and conclusions for the approval of a variance:

- a. *That there **are**/are not exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or that the request **is**/is not for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.*

The subject property is triangular and would require a fully custom build to fully utilize the approx. 1,550-square feet buildable area, creating a generally triangular home. The request is generally the minimum ask necessary to accomplish a home of similar size to what existed pre-storm.

- b. *That the conditions justifying the variance are/**are not** the result of actions of the applicant taken after the adoption of the regulation in question.*

The conditions justifying the variance are the result of the destruction of the previous non-conforming structure which now requires setbacks which are more stringent than the regulations it was originally developed under in 1972.

- c. *That the variance granted is/**is not** the minimum variance that will relieve that applicant of an unreasonable burden caused by the application of the regulation in question to this property.*

The triangular lots created in the original plats of this neighborhood may be more expensive or difficult to develop, but it's possible to create a home of sufficient area to be livable, however the need for this variance is a result of a design choice and is subjective in nature.

- d. *That the granting of the variance will/**will not** be injurious to the neighborhood or otherwise detrimental to the public welfare; and*

While the homeowner and their contractor must be mindful to avoid disturbing or damaging the Town's stormwater area directly adjacent to this lot, the house variances would not be injurious to the wider community and will provide sufficient setbacks to the homes directly North and West of the proposed structure, in the opinion of staff.

- e. *That the conditions or circumstances on the specific piece of property for which the variance is sought are/**are not** of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.*

The conditions or circumstances on this specific property for which a variance is sought are not general in nature and do not warrant a code change.

IV. RECOMMENDATION

Staff has reviewed the request for a variance from LDC Table 34-3 which requires that a lot in the RS zoning district have minimum 25-foot street setback and 20-foot rear setbacks and found that the variance request does not meet the requirements set forth in sec. 34-87.

Therefore, staff recommends **DENIAL** of VAR20230088, a request for variances of 6-feet from the street setback and 7.5 feet from the rear setback.

V. CONDITIONS FOR APPROVAL

If the Town's LPA recommends approval for the variance, town's staff recommends the following conditions of approval.

- 1) If the homeowners choose to develop an impervious driveway they must coordinate with Town staff to ensure that it does not interfere or otherwise inhibit the functioning of the adjacent stormwater area.
- 2) The variance shall only apply to the single-family home as shown on the provided site plan. Alterations or substantial damage to the residential structure shall render the variance to be null and void.
- 3) Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.

VI. EXHIBITS

- A. Site Plan
- B. Setback Description
- C. ADM17-0011 Administrative Pool Variance
- D. Post Cards
- E. Complete application

RESOLUTION NUMBER 23-107

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VAR20230088 VARIANCE OF 6 FEET FROM THE REQUIRED 25 FOOT STREET SETBACK AND A VARIANCE OF 7 FEET, 6 INCHES FROM THE REQUIRED 20 FOOT REAR SETBACK FOR THE PROPERTY LOCATED AT 125 STRANDVIEW AVE; 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, applicant/ owners Jorge and Arlina Mendoza, are requesting a variance from Table 34-3 Dimensional Regulations in Conventional Zoning Districts for the street and rear setbacks; and

WHEREAS, the STRAP number for the subject property is 29-46-24-W3-0080F.0150; and

WHEREAS, the Property is located in the “Mixed Residential” category of the Future Land Use Map of the Comprehensive Plan and the “Residential Conservation” zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on August 8, 2023, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-87 of the LDC. The LPA voted 7-0 to recommend approval of the variance; and

WHEREAS, on September 11, 2023 the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by 34-87 of the LDC; and

WHEREAS, the Town Council determined it is in the best interest of the Town to approve/ approve with conditions/ deny the request.

NOW THEREFORE, BE IT RESOLVED 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 Variance do/ do not meet the requirements of the Town Comprehensive Plan and LDC, and approving/ approving with conditions/ denying the Variance is in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council APPROVES/ APPROVES WITH CONDITIONS/ DENIES the variance from Table 34-3 Dimensional Regulations in Conventional Zoning Districts.

Section 3. In approving/ approving with conditions/ denying the Variance, the Town Council makes the following findings and conclusions in accordance with the requirements of Section 34-87 of the LDC:

- A. There are/ are not exceptional or extraordinary conditions or circumstances that are inherent to the property in question, and the request is/is not for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.
- B. The conditions justifying approval of the variance are/ are not the result of actions of the Applicant taken after the adoption of the regulation in question.
- C. The variance is/ is not the minimum variance that will relieve the Applicant of an unreasonable burden caused by the application of the regulation to the Property.
- D. The granting of the variance will/ will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- E. The conditions or circumstances on the Property are/ are not of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.

Section 4. If the Town Council approves the requested variance, the following conditions of approval are imposed on the Applicant and the Property:

- A. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
- B. The variance shall only apply to the single-family home as shown on the provided site plan. Alterations or substantial damage to the structure shall render their respective variance to be null and void.

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member Woodson and seconded by vice Mayor Atterholt, 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 11th day of September 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

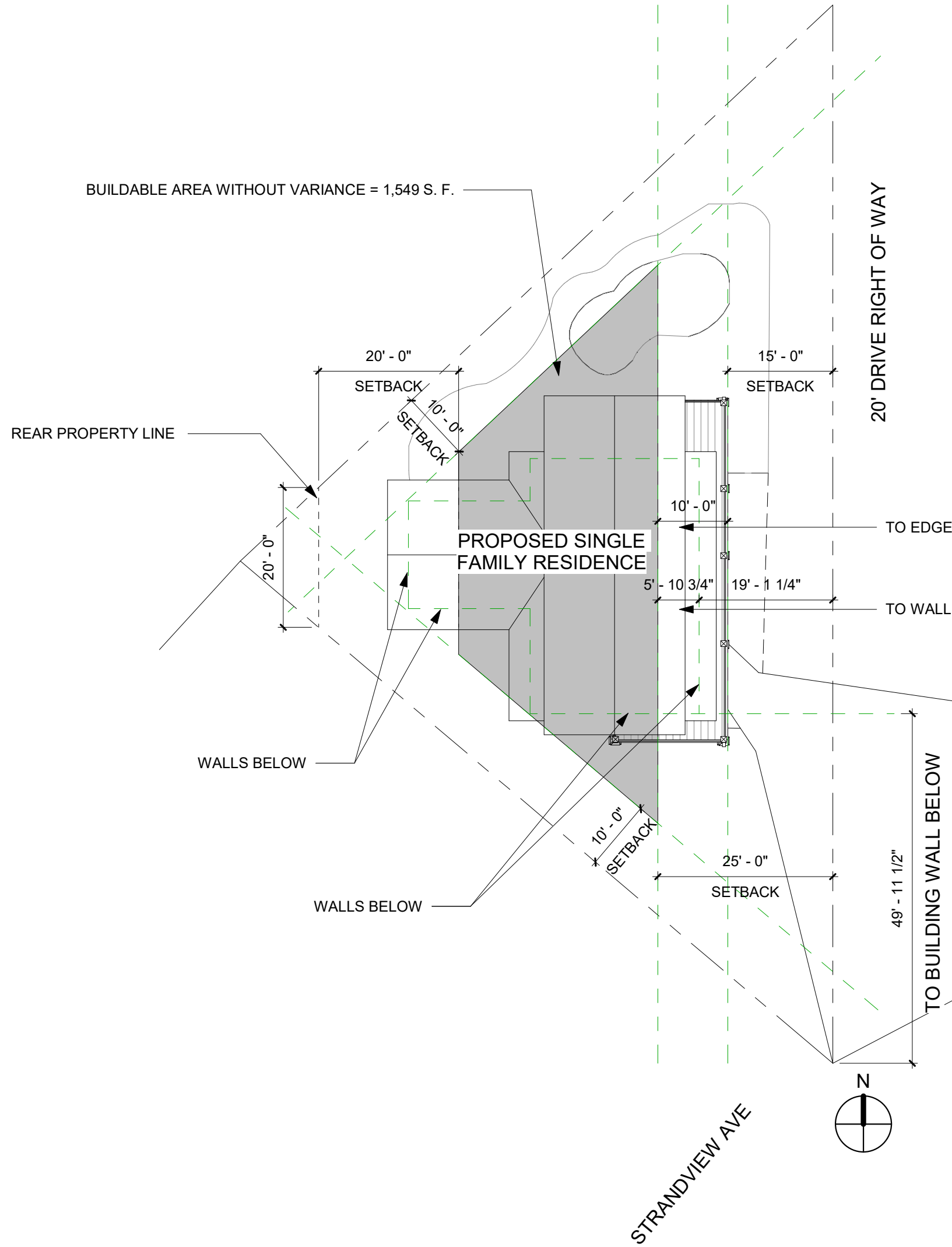
ATTEST:

Amy Baker, Town Clerk

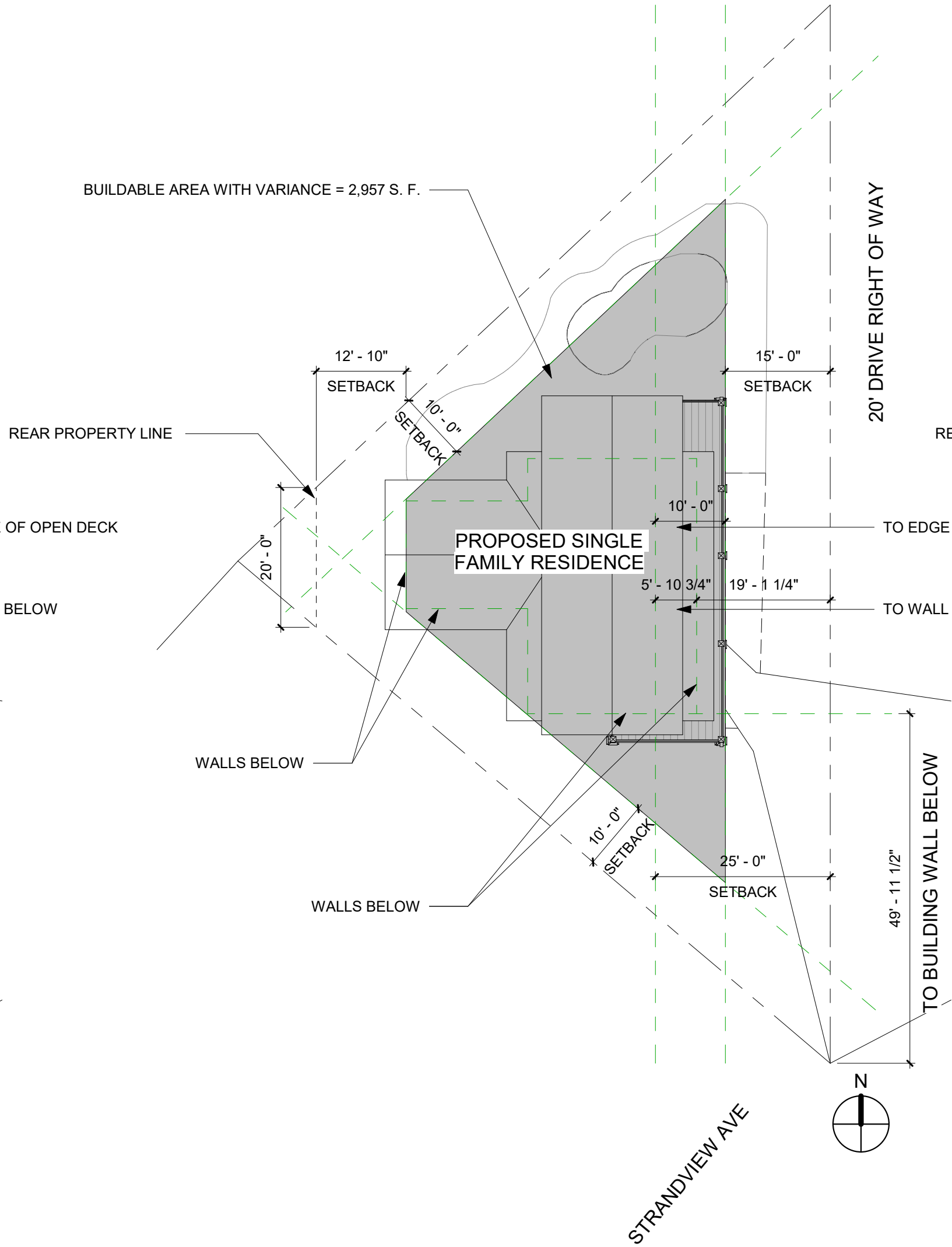
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH ONLY:**

Vose Law Firm, LLP, Town Attorney

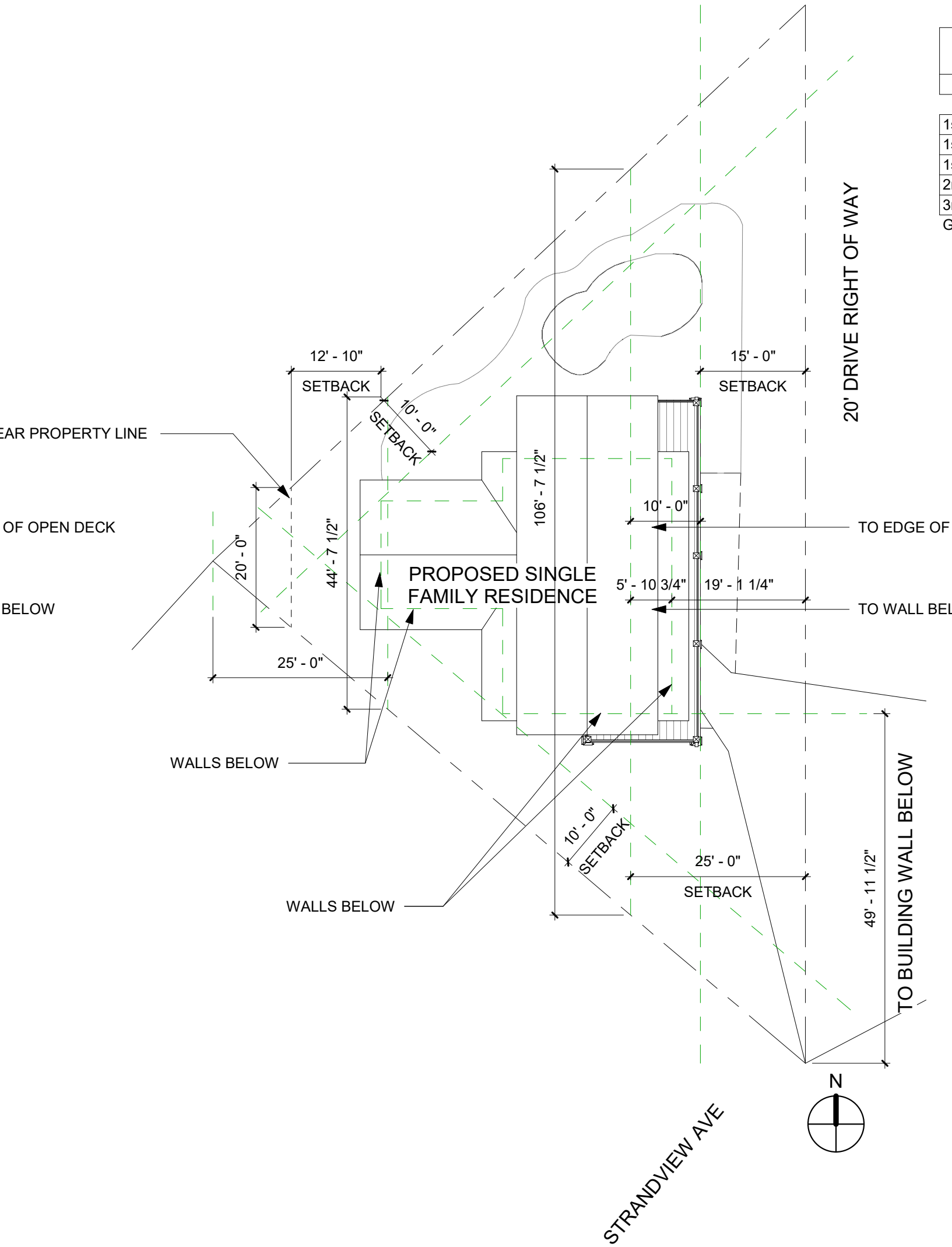
This Resolution was filed in the Office of the Town Clerk on this ____ day of September 2023.



6 Site Plan Buildable Area
1/16" = 1'-0"

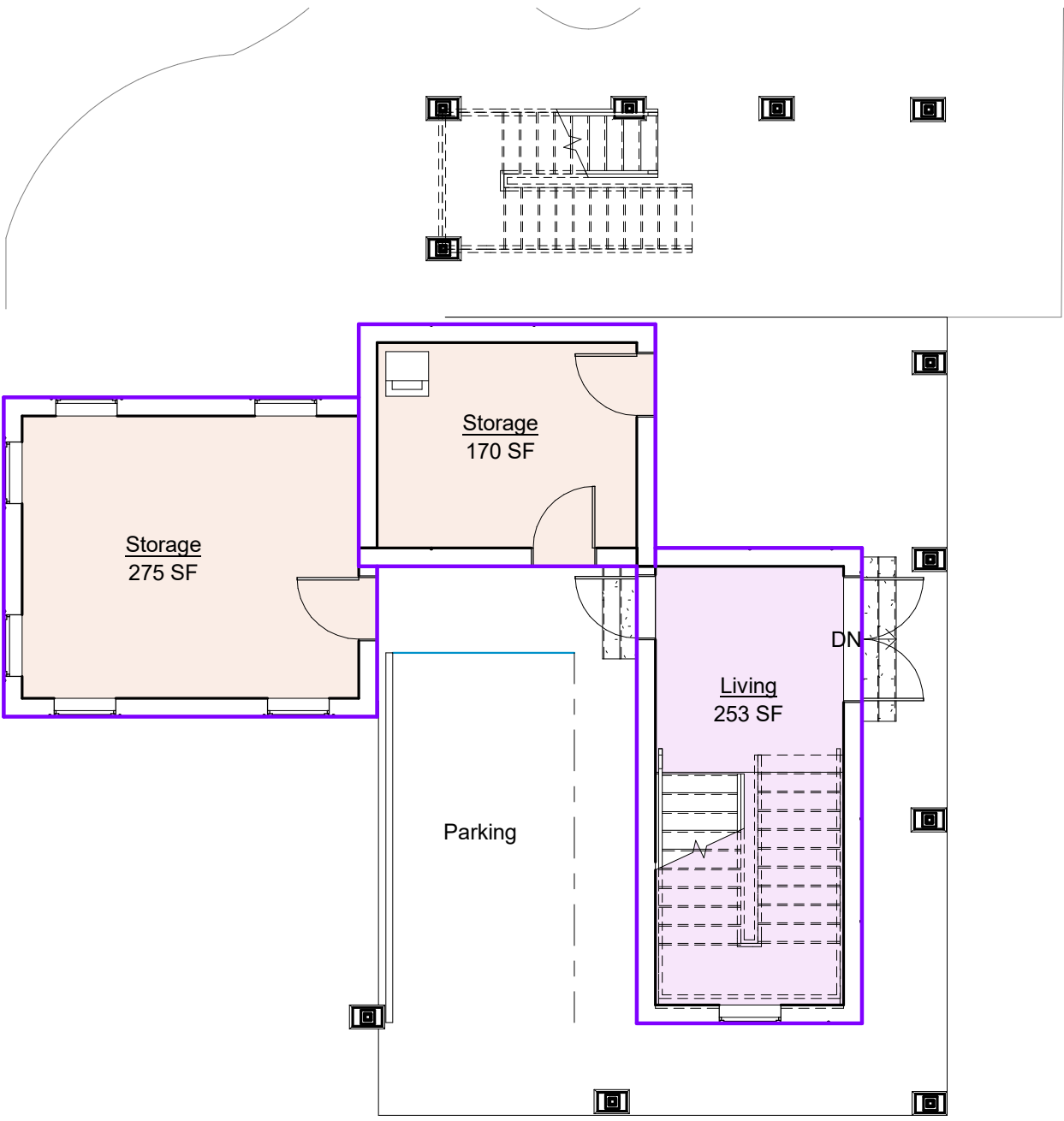


5 Site Plan Buildable Area With Variance
1/16" = 1'-0"



2 Site Plan
1/16" = 1'-0"

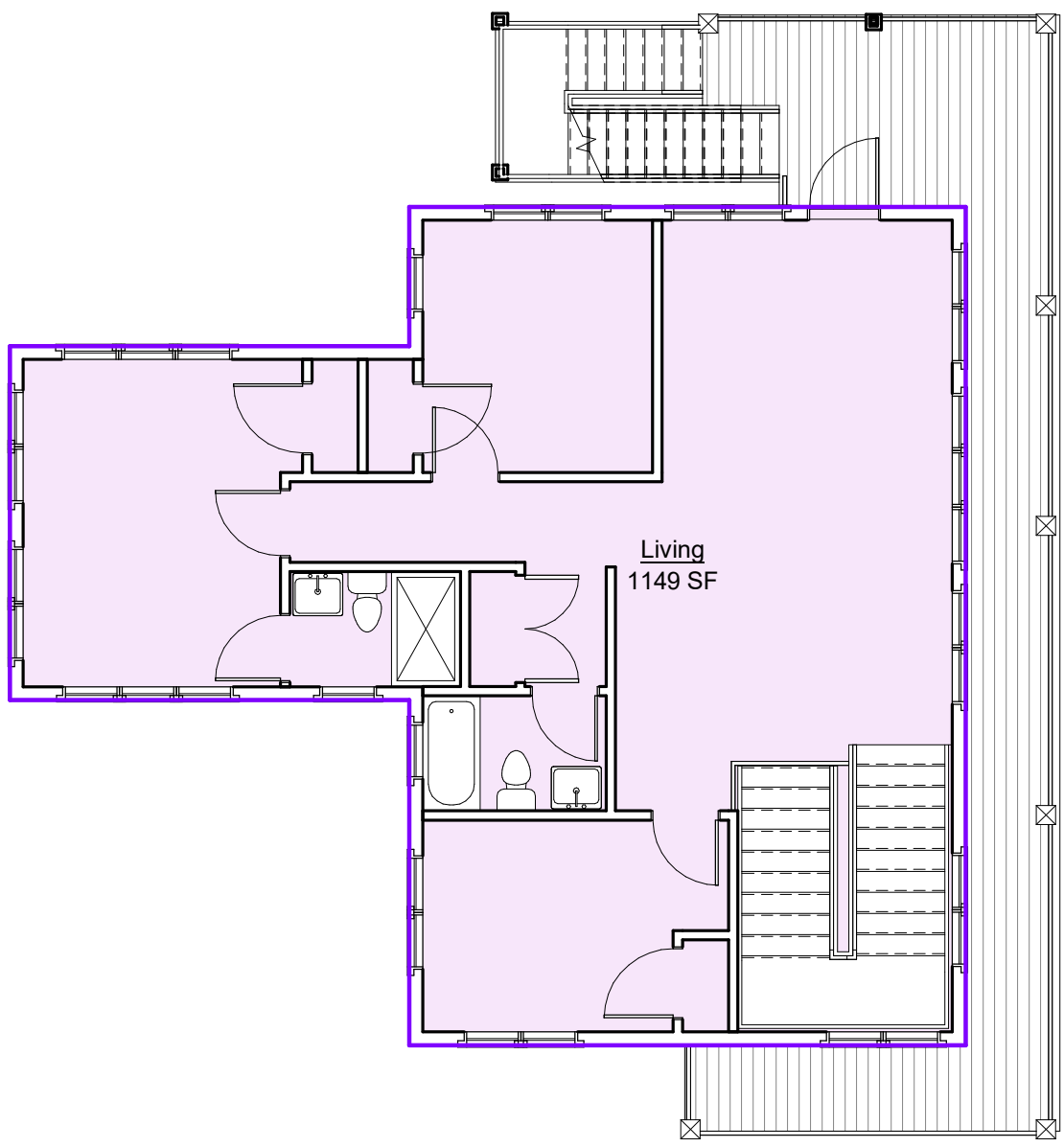
Area Schedule Proposed		
Level	Name	Area
1st Floor	Storage	170 SF
1st Floor	Living	253 SF
1st Floor	Storage	275 SF
2nd Floor	Living	1149 SF
3rd Floor	Living	517 SF
Grand total		2365 SF



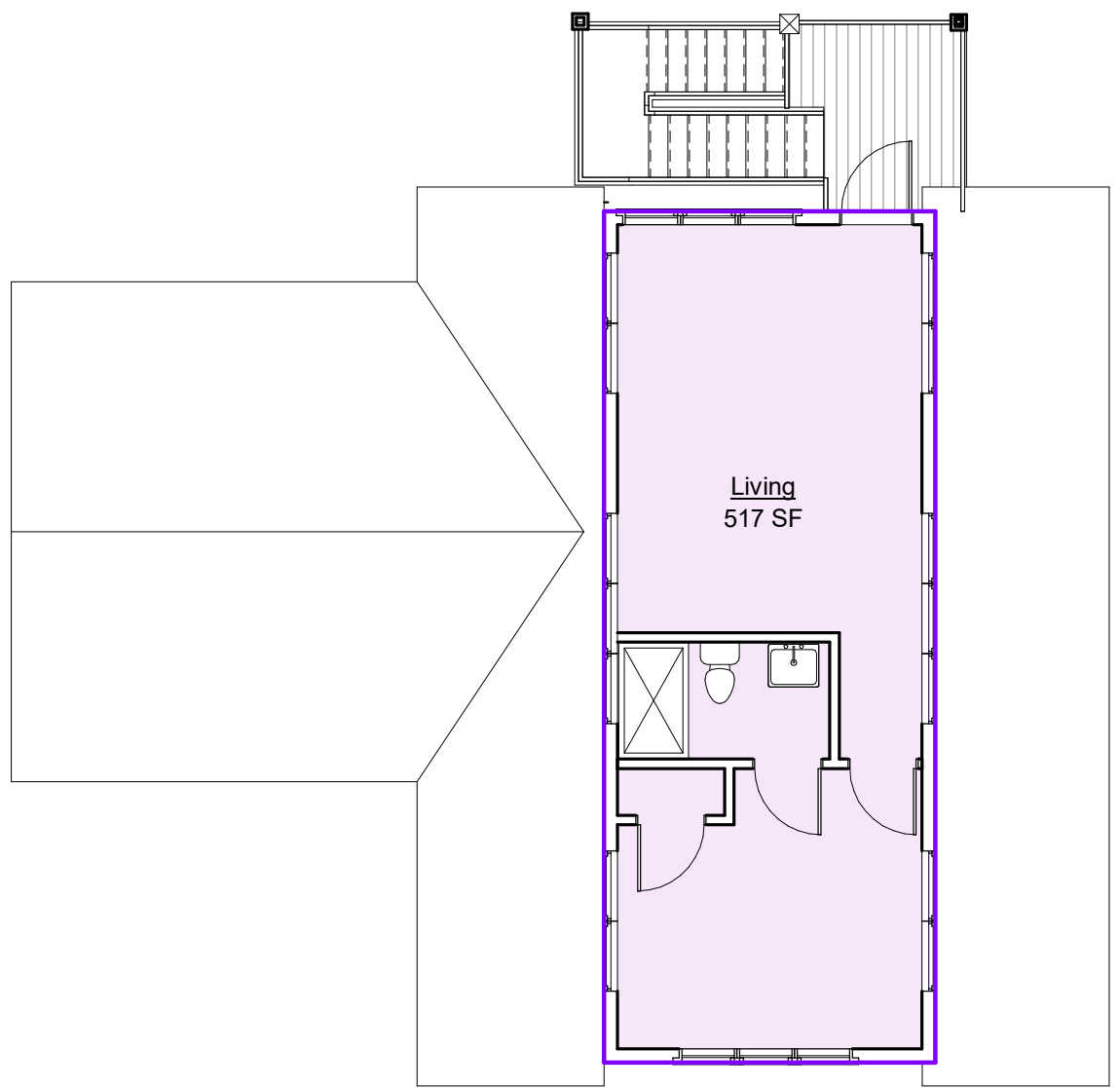
1 1st Floor
1/8" = 1'-0"

Building Area Legend

- Living
- Storage



3 2nd Floor
1/8" = 1'-0"



4 3rd Floor
1/8" = 1'-0"

PROJECT NAME

Mendoza Residence

PROJECT ADDRESS

125 Strandview Ave
Ft. Myers, FL 33931

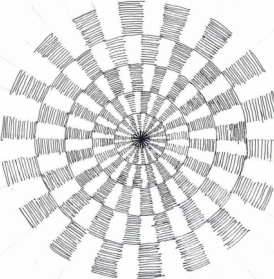
CLIENT

Jorge and Arlina
Mendoza

ARCHITECT

SOL AND ASSOCIATES INC

523 MEDFORD ST
CHARLESTOWN, MA 02129
TELEPHONE: 617-869-6806



CONSULTANTS:

COPYRIGHT SOL AND ASSOCIATES INC ©
2023
THESE DRAWINGS ARE NOW AND DO
REMAIN THE SOLE PROPERTY OF SOL AND
ASSOCIATES INC. USE OF THESE PLANS
OR ANY FORM OF REPRODUCTION OF THIS
DESIGN IN WHOLE OR IN PART WITHOUT
EXPRESS WRITTEN CONSENT IS
PROHIBITED AND SHALL RESULT IN THE
FULLEST EXTENT OF PROSECUTION
UNDER LAW

REGISTRATION

Project number JJM - 2023-001
Date 04/17/2023
Drawn by ars
Checked by sa
Scale As indicated

REVISIONS

No.	Description	Date

Area Floor Plans
and Site Plan

A-001

Mendoza Residence

Rear Lot Line

(Triangular):

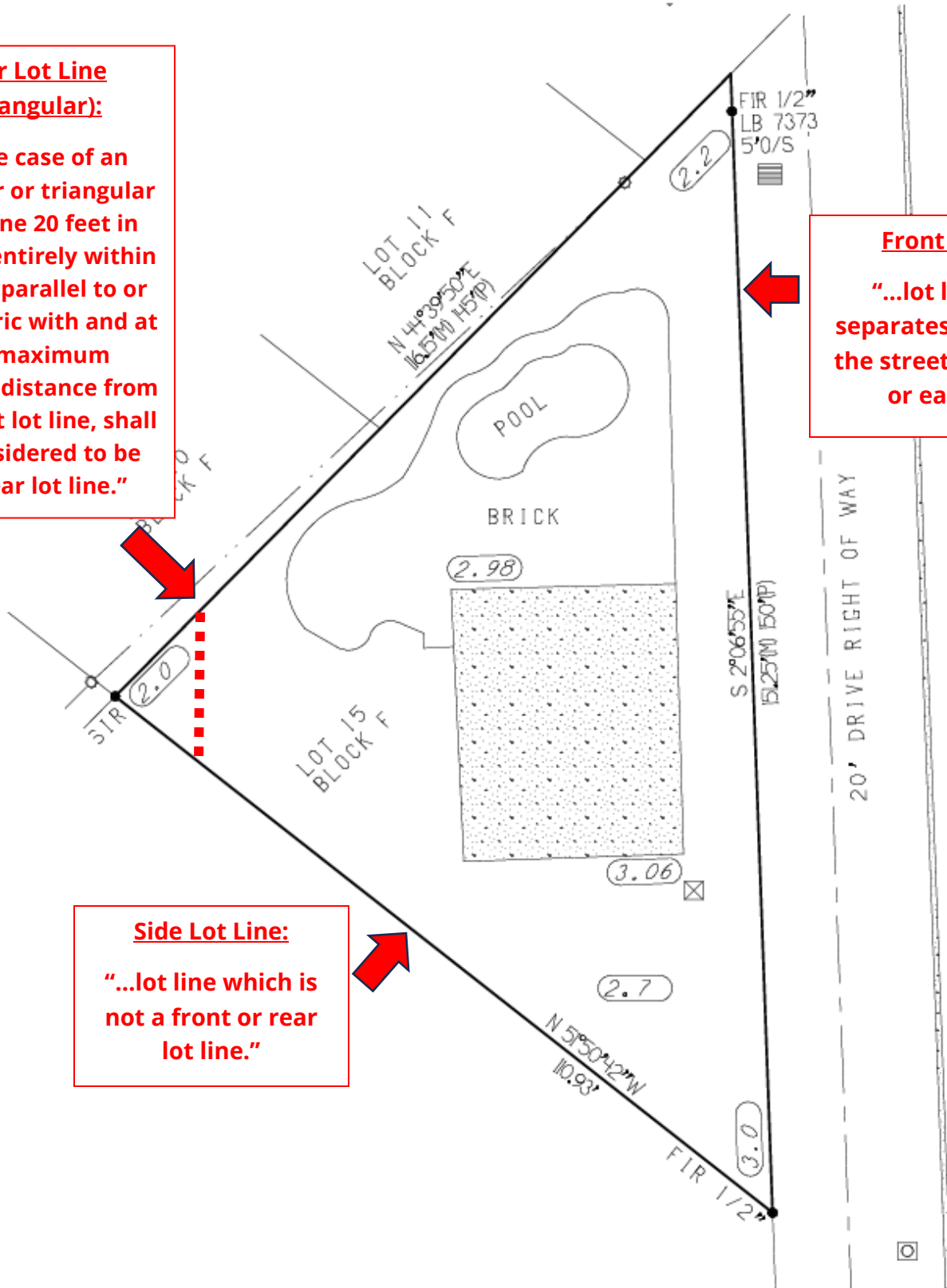
"In the case of an irregular or triangular lot, a line 20 feet in length, entirely within the lot, parallel to or concentric with and at the maximum possible distance from the front lot line, shall be considered to be the rear lot line."

Front Lot Line:

"...lot line which separates the lot from the street right-of-way or easement"

Side Lot Line:

"...lot line which is not a front or rear lot line."





Town of Fort Myers Beach
Community Development Services - Planning Division
2525 Estero Blvd,
Fort Myers Beach, FL 33931

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Notice is hereby given that the Local Planning Agency of the Town of Fort Myers Beach will hold a public hearing which will take place at DiamondHead Beach Resort, 2000 Estero Boulevard, Fort Myers Beach, Florida, 33931.

TIME: 9 AM

DATE: August 8, 2023

CASE: VAR20230088

ADDRESS: 125 Strandview Ave

APPLICANT: Arlina Mendoza (owner)

REQUEST: The applicant is requesting two variances of 6-feet from the 25-foot street setbacks and providing a setback of 19-foot; and 7-feet 6-inches from the rear setbacks and providing a setback of 12-feet 6-inches to build a new single family home.

TOWN CONTACT: SARAH PROPST SARAH.PROPST@FMBGOV.COM

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence. At this hearing the **Local Planning Agency** will review the application materials and hear testimony to make a **recommendation**. Complete records or transcripts of the proceedings are not provided by the Town.

Copies of the application and staff report are available for viewing at Fort Myers Beach Town Hall. Call 239-765-0202 for more information. Town Hall is open between the hours of 8:30 AM and 4:30 PM. Reasonable accommodations will be made in accordance with the Americans with Disabilities Act. If you need reasonable accommodation, contact Town Hall at 239-765-0202.



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Community Development Services - Planning Division
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Town of Fort Myers Beach
2525 Estero Blvd,
Fort Myers Beach, FL 33931

Town of Fort Myers Beach
2525 Estero Blvd,
Fort Myers Beach, FL 33931

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

Town of Fort Myers Beach
2525 Estero Blvd,
Fort Myers Beach, FL 33931

Town of Fort Myers Beach
2525 Estero Blvd,
Fort Myers Beach, FL 33931

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»



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: 125 Strandview Ave, Ft Myers Beach
STRAP Number: 29-46-24-W-3-008 OF 0150
Applicant: Arlina Mendoza Phone: 305-431-4901
Contact Name: Arlina Mendoza Phone: 305-492-2898
Email: jeannielimones@yahoo.com Fax: -
Current Zoning District: 10 a.
Future Land Use Map (FLUM) Category: _____
FLUM Density Range: _____ 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*: Arlina Mendoza Phone: 305-431-4901

*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: 14390 SW 192 street Miami - FL 33177
Email: jeannielimones@yahoo.com Fax: -
Contact Name: Arlina Mendoza Phone: 305-431-4901



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: N/A Phone: _____
Address: _____
Email: _____ Fax: _____

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

Name: N/A Phone: _____
Address: _____
Email: _____ Fax: _____

Name: N/A Phone: _____
Address: _____
Email: _____ Fax: _____

PART II - Nature of Request

Requested Action (each request requires a separate application)

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

4/30/2021

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

Page 2 of 11



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

☐ 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: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV - Property Ownership (Single Owner)

☒ Single Owner (individual or husband and wife)

Name: Arlina and Jorge Mendoza Phone: 305-431-4901

Mailing Address: 14390 SW 192 street Miami FL 33177

Email: jeannie limones@yahoo.com Fax: None

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Arlina Mendoza 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;

4/30/2021

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

Page 3 of 11



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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]
Signature

Arlina Mendoza
Printed Name

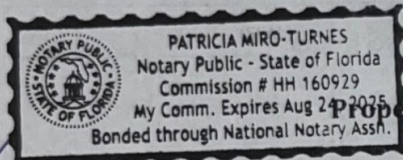
STATE OF Florida COUNTY OF Dade

The foregoing instrument was certified and subscribed before me by means of X physical presence OR _____ online notarization, this 31 day of January, 2023, by

Arlina Mendoza ☒ who is personally known to me OR ☐ who has produced

_____ as identification.

[Signature]
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



COMMUNITY DEVELOPMENT DEPARTMENT 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

N/A	

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

N/A	

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

N/A	

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

N/A	



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

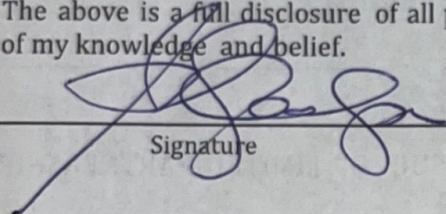
Date of Contract: _____

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

Name	Address
N/A	

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

Arlina Mondora
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, N/A (name), as N/A (title)
of N/A (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.

4/30/2021

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

Page 6 of 11



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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: 29-46-24-W-3-008 OF 0150

Property Address: 125 Strandview Ave, Ft. 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: Hyde Park

Book: 7 Page: 20 Unit: _____ Block: F Lot(s): 15

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.

4/30/2021

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

Page 7 of 11



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 25 feet
Depth (please provide an average width if irregular in shape) 100 feet
Frontage on street: 25 feet. Frontage on waterbody: — feet
Total land area: _____ ☐ acres ☐ square feet

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

Location approximately 4 miles from
Big Carlos Pass Bridge

☒ 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 |

File Number: 01206-59125
 Print Date & Time: 9/1/2016 8:23 AM
 Escrow Officer: Maria D. Perez
 Settlement Location: 4450 Bonita Beach Road, Suite 6
 Bonita Springs, FL 34134

Stewart Title Company

4450 Bonita Beach Road, Suite 6
 Bonita Springs, FL 34134

Property Address: 125 Strandview Ave. Fort Myers Beach, Florida 33931

Lot 15, Block F, HYDE PARK, Book 7, Page 20, Lee County, Florida

29-46-24-W3-0080F.0150

Buyer: Jorge L. Mendoza - 15133 SW 62nd St, Miami, FL 33913
 Arlina I. Mendoza - 15133 SW 62nd St, Miami, FL 33913
 Seller: William H. Curtis - 1300 E. Beach, Brigantine, NJ 08203
 Joan D'abruzzo - 1300 E. Beach, Brigantine, NJ 08203
 Lender: Quicken Loans - 27555 Farmington Rd, Farmington Hills, MI 48334

Settlement Date: 9/02/2016

Disbursement Date: 9/02/2016

Additional dates per state requirements: 9/02/2016

Description	Borrower/Buyer	
	Debit	Credit
Financial		
Sales Price of Property	\$355,000.00	
Deposit		\$71,000.00
Loan Amount		\$284,000.00
Prorations/Adjustments		
City/Town Taxes 1/1/2016 to 9/2/2016		\$2,578.52
Solid Waste 9/2/2016 to 9/30/2016	\$14.34	
Loan Charges to Quicken Loans		
Loan Origination Fee 1.625 to Quicken Loans	\$4,615.00	
Prepaid Interest (\$29.58 per day from 9/2/2016 to 10/1/2016)	\$857.82	
Processing Fee to Quicken Loans POCT \$799.00		
Underwriting Fee to Quicken Loans POCB \$201.00	\$49.00	
Other Loan Charges		
Appraisal Fee to TSI Appraisal Services	\$485.00	
Credit Monitoring Fee to Equifax Information S	\$8.25	
Credit Report Fee to Equifax Mortgage Solutions	\$38.76	
Flood Certification to Corelogic Flood Services	\$10.50	
Flood Life of Loan Coverage to Corelogic Flood Services	\$5.00	

EXHIBIT 6-2

- 1) Parcel was surveyed from information supplied by the client or the clients agent.
- 2) Easements as shown hereon are from the recorded plat, any other easement (s) pertaining to the hereon described parcel not furnished to the surveyor by the client or the clients agent per Florida Administrative code 54-11.052(2)(a).
- 3) This certification is only for the parcel described. It is not a certification of title, zoning, easement, freedom of encumbrance, ownership, or rights-of-ways.
- 4) Parcel subject to easements, restrictions, reservations, and rights-of-ways of record.
- 5) Abstract not reviewed.
- 6) Access to and/or egress to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
- 7) The survey depicted hereon is not valid without the signature and original raised seal of a Florida Licensed surveyor and tapper.
- 8) Well locations, when shown, are approximate and based on field observed surface evidence, unless otherwise noted.
- 9) Septic and/or drain field locations, when shown, are approximate and based on surface evidence, subsurface probes, or a combination thereof.
- 10) Underground utilities, structures and/or improvements other than those shown, if any, were not located.
- 11) The survey depicted hereon may not be communicated or relied on by any party to which it has not been certified without the prior written consent of the signing party.

- WATER METER
- STORM DRAIN
- UTILITY BOX/RISER
- LIGHT POLE
- POWER POLE
- FIRE HYDRANT
- WATER VALVE
- FENCE LINE

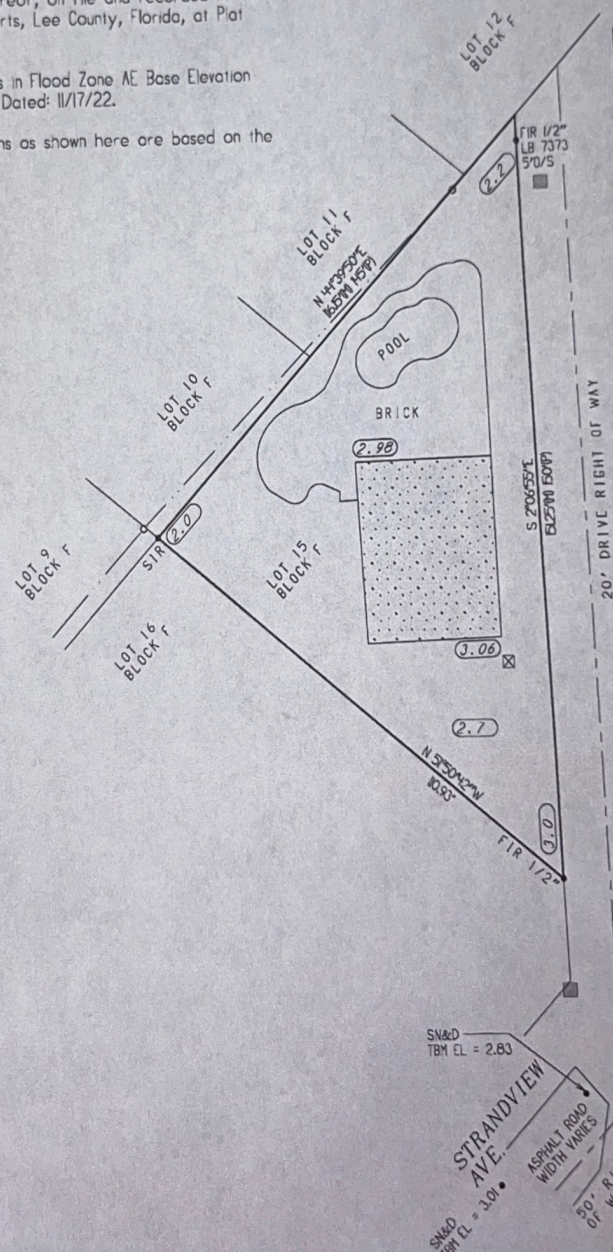
 = CONCRETE
 = OVERHEAD LINE
 = ELEVATION

EXHIBIT 6-2

1	LOCATION
2	1200 CONCRETE MONUMENT
3	1300 IRON DRILL ROD
4	1400 IRON PIPE
5	1500 IRON PIPE
6	1600 IRON ROD
7	1700 NAT. & DISK
8	1800 NAT. & DISK
9	1900 NAT. & DISK
10	2000 IRON ELEVATION
11	2100 IRON ELEVATION
12	2200 IRON ELEVATION
13	2300 IRON ELEVATION
14	2400 IRON ELEVATION
15	2500 IRON ELEVATION
16	2600 IRON ELEVATION
17	2700 IRON ELEVATION
18	2800 IRON ELEVATION
19	2900 IRON ELEVATION
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21	3100 IRON ELEVATION
22	3200 IRON ELEVATION
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56	6600 IRON ELEVATION
57	6700 IRON ELEVATION
58	6800 IRON ELEVATION
59	6900 IRON ELEVATION
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66	7600 IRON ELEVATION
67	7700 IRON ELEVATION
68	7800 IRON ELEVATION
69	7900 IRON ELEVATION
70	8000 IRON ELEVATION
71	8100 IRON ELEVATION
72	8200 IRON ELEVATION
73	8300 IRON ELEVATION
74	8400 IRON ELEVATION
75	8500 IRON ELEVATION
76	8600 IRON ELEVATION
77	8700 IRON ELEVATION
78	8800 IRON ELEVATION
79	8900 IRON ELEVATION
80	9000 IRON ELEVATION
81	9100 IRON ELEVATION
82	9200 IRON ELEVATION
83	9300 IRON ELEVATION
84	9400 IRON ELEVATION
85	9500 IRON ELEVATION
86	9600 IRON ELEVATION
87	9700 IRON ELEVATION
88	9800 IRON ELEVATION
89	9900 IRON ELEVATION
90	10000 IRON ELEVATION
91	10100 IRON ELEVATION
92	10200 IRON ELEVATION
93	10300 IRON ELEVATION
94	10400 IRON ELEVATION
95	10500 IRON ELEVATION
96	10600 IRON ELEVATION
97	10700 IRON ELEVATION
98	10800 IRON ELEVATION
99	10900 IRON ELEVATION
100	11000 IRON ELEVATION

Boundary Survey
W.O.# 16-2559
Date: 24 AUG 2016
DRAWN BY: DMK

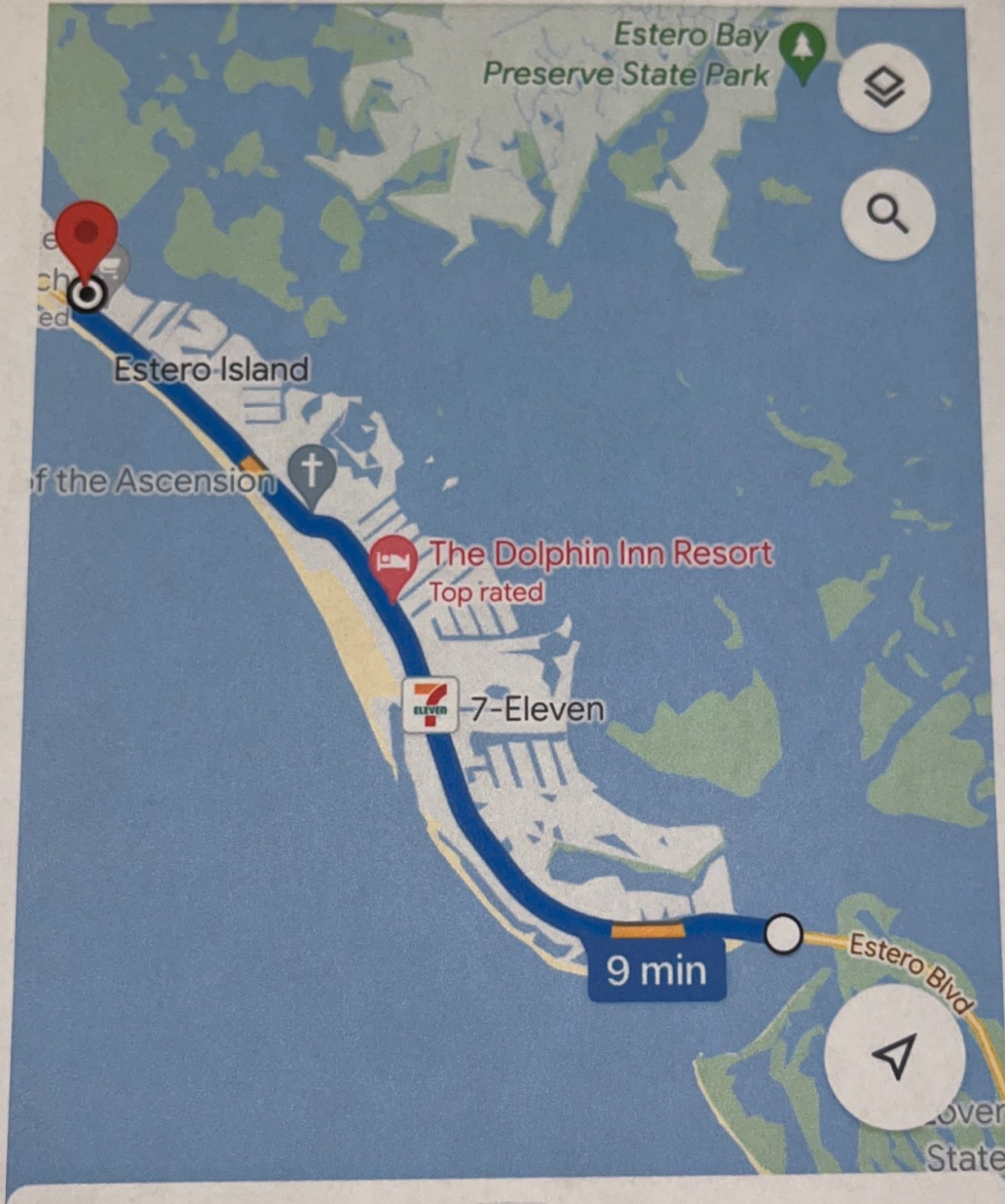
Elevation Information: The Elevations as shown here are based on the NAVD 88 Datum.



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Big Carlos Pass Bridge, County R...
 125 Strandview Ave, Fort Myers B...

9 min — 1 hr 14 18 min



9 min (3.8 mi)

Fastest route now due to traffic conditions

Steps

Preview

Traffic



Date of Report: January 30, 2023

Buffer Distance: feet

Parcels Affected: 280

Subject Parcel: 29-46-24-W3-0080F.0150

[Click here to download the map image, mailing labels \(Avery 5161\) and CSV formatted information.](#)

To change, add or remove subject parcels please change the parcel selection in [GeoView](#)

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
ST SNOOK BIGHT LLC 17330 PRESTON RD STE 220A DALLAS TX 75252	28-46-24-W4-00001.0030 4761/4765 ESTERO BLVD FORT MYERS BEACH FL 33931	PARL IN SW 1/4 DESC OR 3280 PG 2023	1
PUBLIX SUPER MARKETS INC EXPENSE PAYABLES LEASE TEAM PO BOX 32018 LAKELAND FL 33802	28-46-24-W4-00001.0040 4791 ESTERO BLVD FORT MYERS BEACH FL 33931	PAR IN SW 1/4 DESC OR 3181 PG 2220	2
OCEAN HARBOR YACHT CLUB INC 4753 ESTERO BLVD STE 100 FORT MYERS BEACH FL 33931	28-46-24-W4-00001.0060 4745 ESTERO BLVD FORT MYERS BEACH FL 33931	PARL LOC IN SW 1/4 OF SEC AS DESC IN OR 2297 PG 4720 + OR 2265 PG 538	3
OCEAN HARBOR CONDO OF CONTINENTAL GROUP 6300 PARK OF COMMERCE BLVD	28-46-24-W4-02600.00CE 4741 ESTERO BLVD FORT MYERS BEACH FL 33931	OCEAN HARBOR CONDO PH I + II DESC OR 2265 PG 0538 C/E POOL-TENNIS	4

BOCA RATON FL 33487			
HUTSON GEORGE ALLEN & 726 LEHIGH DR NEWPORT TN 37821	29-46-24-W3-0080B.0010 4359/4361 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK B PB 7 PG 20 LOTS 1 2 LESS BEG AT W COR	5
CARTEAUX JEFFREY F 9009 COLDWATER RD FORT WAYNE IN 46835	29-46-24-W3-0080B.0040 113 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK B PB 7 PG 20 LOTS 4 + 5	6
OREILLY TERENCE 91 R ANAWAN AVE WEST ROXBURY MA 02132	29-46-24-W3-0080B.0060 123 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK B PB 7 PG 20 LOTS 6 + 7.	7
NACARATO FRANCA & CARMELO 3220 PINE CONE CT MILFORD MI 48381	29-46-24-W3-0080B.0080 131 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK B PB 7 PG 20 LOTS 8 + 9 LESS N 19 FT OF LOT 8	8
TIRENDI LEWIS & 627 GUILFORD RD CHERRY HILL NJ 08003	29-46-24-W3-0080B.0100 155 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK B PB 7 PG 20 LOTS 10 + SWLY 1/2 LOT 11	9
CANEDY DENISE 165 BAYVIEW AVE FORT MYERS BEACH FL 33931	29-46-24-W3-0080B.0120 165 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK.B PB 7 PG 20 LOT 12 + NELY 1/2 LT 11	10
PINTO ANTONIO C JR 175 BAYVIEW AVE FORT MYERS BEACH FL 33931	29-46-24-W3-0080B.0130 175 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK.B PB 7 PG 20 LOT 13 + PT LOT 14	11
BROWN EDWIN L & JAMIE L 185 BAYVIEW AVE FORT MYERS BEACH FL 33931	29-46-24-W3-0080B.0150 185 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK.B PB 7 PG 20 LOTS 15 + PT.LOT 14	12
SHELLY JOHN E JR & JEANETTE 76 HORSE SHOE DR MOSCOW PA 18444	29-46-24-W3-0080B.0160 191 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK.B PB 7 PG 20 LOT 16	13
ALBERTA PROPERTIES LLC 6130 WIELIF ST NE N CANTON OH 44721	29-46-24-W3-0080C.0010 4451 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 1 + PT 2	14
4431 ESTERO LLC ESTATE 17513 E PONDILLY DR PARKER CO 80134	29-46-24-W3-0080C.0030 4431/4433 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 3 + WLY 35 FT LOT 2	15
ORTTEL STEVEN D PO BOX 2417 FORT MYERS BEACH FL 33932	29-46-24-W3-0080C.0040 4421 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 4	16
MAIOLINI ROBERT P & IRENE W 4401 ESTERO BLVD FORT MYERS BEACH FL 33931	29-46-24-W3-0080C.0050 4401 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 5	17
MARY D ELLIOTT TRUST + 110 BAYVIEW AVE FORT MYERS BEACH FL 33931	29-46-24-W3-0080C.0060 110 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PG 7 PG 20 LOTS 6 + 7	18
BERNER JEROME H TR 1424 FOREST DR PORTAGE MI 49002	29-46-24-W3-0080C.0080 120 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK.C PB 7 PG 20 LOT 8	19
OWEN JULIE H TR 1610 FOUR MILE RD RACINE WI 53402	29-46-24-W3-0080C.0090 128 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 9	20
BERRY JANIE G	29-46-24-W3-0080C.0100	HYDE PARK BLK C	21

134 BAYVIEW AVE FORT MYERS BEACH FL 33931	134 BAYVIEW AVE FORT MYERS BEACH FL 33931	PB 7 PG 20 LOT 10 + SWLY 1/2 OF LOT 11	
TIPPMANN RENTALS LLC 9937 SCHWARTZ RD FORT WAYNE IN 46835	29-46-24-W3-0080C.0120 170 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 12 + THE N E 1/2 OF 11 + SW 1/2 LT 13	22
MILLER ROBERT J & LYNNE A 1431 RUNABOUT DR OSAGE BEACH MO 65065	29-46-24-W3-0080C.0140 180 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOTS 14 + 15 + PT LOT 13	23
BATTAGLIA CHRISTOPHER KYLE TR 2911 E 20TH ST PITTSBURG KS 66762	29-46-24-W3-0080C.0160 184 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 16	24
THOMAS BETTY L TR 186 BAYVIEW AVE FORT MYERS BEACH FL 33931	29-46-24-W3-0080C.0170 186 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 17	25
DELORME ROBERT A & LINDA F TR 188 BAYVIEW AVE FORT MYERS BEACH FL 33931	29-46-24-W3-0080C.0180 188 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 18	26
SCHEEL IRENE + BEUSSWEG 10 LUNEBURG 21339 GERMANY	29-46-24-W3-0080C.0190 190 BAYVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOTS 19 + 20	27
BURKE E MANLEY TRUST + 4509 YENDER AVE LISLE IL 60532	29-46-24-W3-0080C.0210 135 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 21	28
MYERS INGRIDA I 109-65 SHELDRAKE BLVD TORONTO ON M4P 2B1 CANADA	29-46-24-W3-0080C.0220 125 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 22	29
FEICK JAMES A & TERESA A PO BOX 2488 MUNCIE IN 47307	29-46-24-W3-0080C.0230 123 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 23	30
ANTONACCI STEVEN & JERILYN 121 GULFVIEW AVE FORT MYERS BEACH FL 33931	29-46-24-W3-0080C.0240 121 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 24	31
MOORE PAMELA A 12082 MOON SHELL DR MATLACHA ISLE FL 33991	29-46-24-W3-0080C.0250 119 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 25	32
ODONALD A J & 95 MULCAHY DR WEST SPRINGFIELD MA 01089	29-46-24-W3-0080C.0260 117 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 26	33
WIDNER MEAGAN A + 115 GULFVIEW AVE FORT MYERS BEACH FL 33931	29-46-24-W3-0080C.0270 115 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 27	34
CASADISERA LLC 16030 NW 83RD AVE MIAMI LAKES FL 33016	29-46-24-W3-0080C.0280 113 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 28	35
DELGADO BROOK A 1237 DARTMOUTH DR WAUNAKEE WI 53597	29-46-24-W3-0080C.0290 111 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK.C PB 7 PG 20 LOT 29	36
NKWFL LLC	29-46-24-W3-0080C.0300	HYDE PARK	37

PO BOX 21861 OKLAHOMA CITY OK 73156	109 GULFVIEW AVE FORT MYERS BEACH FL 33931	BLK.C PB 7 PG 20 LOT 30	
NEWELL WARREN L & 134 PULASKI RD CALUMET CITY IL 60409	29-46-24-W3-0080C.0310 107 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK C PB 7 PG 20 LOT 31	38
BOCKER JEFFREY G & 16952 W STATE ROUTE 72 SHANNON IL 61078	29-46-24-W3-0080E.0050 100 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK E PB 7 PG 20 LT 5 LES N 20FT + W1/2 LT 4 LES N 20 FT	39
DOCBONE PROPERTIES 4502 LLC 15941 NELSONS CT FORT MYERS FL 33908	29-46-24-W3-0080E.0060 4502 ESTERO BLVD FORT MYERS BEACH FL 33931	N 20 FT OF LT 5 + W 72 FT LT 6 + N 20 FT OF W 1/2 LT 4	40
FUNK MICHAEL T & 1214 SUMMIT AVENUE LOUISVILLE KY 40204	29-46-24-W3-0080F.0010 4545 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOT 1 LESS BEG SE	41
COOPER & COMPANY LLC PO BOX 501 HOWELL MI 48844	29-46-24-W3-0080F.0020 4543 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOT 2 LESS BEG SE	42
HUTSON GEORGE ALLEN & 726 E LEHIGH DR NEWPORT TN 37821	29-46-24-W3-0080F.0030 4541 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOT 3 LESS BEG SE	43
OCEANIC BLUE RETREATS LLC 3431 PINE RIDGE RD STE 101 NAPLES FL 34109	29-46-24-W3-0080F.0040 4501 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOTS 4 + 5	44
JP ADVANTA INVESTMENTS LLC 5780 SPANISH OAKS LN NAPLES FL 34119	29-46-24-W3-0080F.0060 114 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOTS 6 + 7	45
LOUDERMILK JAMES D & 15788 SILVERADO CT FORT MYERS FL 33908	29-46-24-W3-0080F.0080 116 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOT 8	46
BOURASSA OLGA K TR 247 MIRAMAR ST FORT MYERS BEACH FL 33931	29-46-24-W3-0080F.0090 118 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOT 9	47
KIBLER RYAN A 6301 BALLENTINE PIKE SPRINGFIELD OH 45502	29-46-24-W3-0080F.0100 120 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOT 10	48
SCHEFFLER WILLIAM & JOANN 122 GULFVIEW AVE FORT MYERS BEACH FL 33931	29-46-24-W3-0080F.0110 122 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOT 11	49
GARY CURT BIEDEMKAPP TRUST + 695 SHORE RD SEVERNA PARK MD 21146	29-46-24-W3-0080F.0120 126 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOT 12	50
SEEGER ANTHONY & JUDY L TR 128 GULFVIEW AVE FORT MYERS BEACH FL 33931	29-46-24-W3-0080F.0130 128 GULFVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOTS 13 + 14.	51
ANDERSON CAROL A + 4202 PRAIRIEWEST DR CHAMPAIGN IL 61822	29-46-24-W3-0080F.0160 121 STRANDVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOTS 16 + 17	52
FUNK MICHAEL T + 1214 SUMMIT AVE LOUISVILLE KY 40204	29-46-24-W3-0080F.0180 115 STRANDVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK F PB 7 PG 20 LOTS 18 + 19 + BEG SE COR	53

4601 ESTERO BLVD LLC 3864 SILVER CREEK CT NAPERVILLE IL 60564	29-46-24-W3-0080G.0050 4601 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK G PB 7 PG 20 LOT 5	54
DIGENIS HELEN L 3908 ZARING MILL CT LOUISVILLE KY 40241	29-46-24-W3-0080G.0060 112 STRANDVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK G PB 7 PG 20 LOT 6 + SWLY 5 FT OF LOT 7	55
LONG STEVEN & MARCIA 6171 S VICKERYVILLE RD SHERIDAN MI 48884	29-46-24-W3-0080G.0070 128 STRANDVIEW AVE FORT MYERS BEACH FL 33931	HYDE PARK BLK G PB 7 PG 20 LOT 7 LESS SWLY 5 FT	56
TOWN OF FORT MYERS BEACH FINANCE DEPT 2525 ESTERO BLVD FORT MYERS BEACH FL 33931	29-46-24-W3-0080H.0010 4650 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK H PB 7 PG 20 LOTS 1 THRU 6	57
METCALFE NICK & CLAUDIA SAARBURGSTR 2 GRAEFELFING 82166 GERMANY	29-46-24-W3-008J0.0030 4690/4700 ESTERO BLVD FORT MYERS BEACH FL 33931	HYDE PARK BLK J PB 7 PG 20 LOTS 3 4 + 6	58
STRANDVIEW TOWER CONDO SENTRY MGMT INC 2180 W STATE ROAD 434 STE 5000 LONGWOOD FL 32779	29-46-24-W3-02100.00CE 4562 ESTERO BLVD FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO COMMON AREA RECORDED OR 1171 PG 211	59
VILLA DEL MAR CONDO BOBACK COMMERCIAL GROUP STE 203 10491 SIX MILE CYPRESS PKWY FORT MYERS FL 33966	29-46-24-W3-02200.00CE 4452 ESTERO BLVD FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO COMMON AREA OR 1237 PG 1279 + OR 2922 PG 2420	60
CASCADES CONDO ASSN 4400 ESTERO BLVD FORT MYERS BEACH FL 33931	29-46-24-W3-02300.00CE 4402 ESTERO BLVD FORT MYERS BEACH FL 33931	CASCADES CONDO DESC OR BK 1485 PG 228 CE:POOL	61
WHITE CAP CONDOMINIUM ASSN INC 12230 CHATEAU CT FISHERS IN 46037	29-46-24-W3-03000.00CE WHITE CAP CONDOMINIUM C/E FORT MYERS BEACH FL 33931	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342 COMMON ELEMENT	62
RUSS GERADETTE TR 16151 S RANKIN DR LOCKPORT IL 60441	28-46-24-W4-0260A.0101 4745 ESTERO BLVD #101 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 101	63
SPENCER THOMAS R & 28241 ISLET TRAIL BONITA SPRINGS FL 34135	28-46-24-W4-0260A.0102 4745 ESTERO BLVD #102 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 102	63
LEATHERMAN JERRY M TR 21863 E HERITAGE PKWY AURORA CO 80016	28-46-24-W4-0260A.0103 4745 ESTERO BLVD #103 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 103	63
COPPOLA RON & KARIN 4350 WATERFORD LANDING DR LUTZ FL 33558	28-46-24-W4-0260A.0104 4745 ESTERO BLVD #104 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 104	63
LEITCH FRANK M & ANN M L/E 3172 WOODLAND CT N N TONAWANDA NY 14120	28-46-24-W4-0260A.0105 4745 ESTERO BLVD #105 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 105	63
SILVER KENNETH + 4745 ESTERO BLVD #201 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0201 4745 ESTERO BLVD #201 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 201	63

MAHONEY TIMOTHY J & 600 ROOKERY LN JOLIET IL 60431	28-46-24-W4-0260A.0202 4745 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 202	63
MACAU CAROLINE M PO BOX 787 GRANGER IN 46530	28-46-24-W4-0260A.0203 4745 ESTERO BLVD #203 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 203	63
LAPINSKY ANDREA JO & 4745 ESTERO BLVD #204 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0204 4745 ESTERO BLVD #204 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 204	63
ISLAND VIEW FLORIDA LLC N93W25255 BITTERSWEET DR SUSSEX WI 53089	28-46-24-W4-0260A.0205 4745 ESTERO BLVD #205 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 205	63
HENNIG WILLIAM R JR & 4745 ESTERO BLVD # 301 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0301 4745 ESTERO BLVD #301 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 301	63
PERETTO MICHAEL & BRENDA 4745 ESTERO BLVD #302 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0302 4745 ESTERO BLVD #302 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 302	63
SADLER ROBERT M & DOROTHY J 4745 ESTERO BLVD # 303 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0303 4745 ESTERO BLVD #303 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 303	63
CHRISTIE KENNETH A & 5609 E SOUTHEASTERN AVE INDIANAPOLIS IN 46203	28-46-24-W4-0260A.0304 4745 ESTERO BLVD #304 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 304	63
MILLER MYRA L/E 4745 ESTERO BLVD #305 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0305 4745 ESTERO BLVD #305 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 305	63
TRELEASE DAVID J & 4745 ESTERO BLVD #401 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0401 4745 ESTERO BLVD #401 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 401	63
DIGENIS GEORGE A & HELEN A 3908 ZARING MILL CT LOUISVILLE KY 40241	28-46-24-W4-0260A.0402 4745 ESTERO BLVD #402 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 402	63
NELSON LEONARD W JR & 124 W 5TH ST OSWEGO NY 13126	28-46-24-W4-0260A.0403 4745 ESTERO BLVD #403 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 403	63
MEEHAN GREGORY JOHN & 4745 ESTERO BLVD UNIT 404 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0404 4745 ESTERO BLVD #404 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 404	63
FUHR MARK & JANE 4745 ESTERO BLVD #405 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0405 4745 ESTERO BLVD #405 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 405/CCPT #48	63
SLOMER PAUL JR & NICOLE J 7034 FORREST TRAIL BUTLER PA 16002	28-46-24-W4-0260A.0501 4745 ESTERO BLVD #501 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 501	63
BONITO RAYMOND J & BETTY J 4745 ESTERO BLVD #502 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0502 4745 ESTERO BLVD #502 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 502/CCPT #41	63
JANIS L BOERMAN TRUST + 613 BERKSHIRE CT DOWNERS GROVE IL 60516	28-46-24-W4-0260A.0503 4745 ESTERO BLVD #503 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 503/CCPT #45	63

FOGELSON BEVERLY KAY TR 4745 ESTERO BLVD #504 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0504 4745 ESTERO BLVD #504 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 504	63
DELISLE JEFFREY T & 1615 CHATHAM AVE ARDEN HILLS MN 55112	28-46-24-W4-0260A.0505 4745 ESTERO BLVD #505 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 505	63
SPECTRUM JANITORIAL PO BOX 336 INDIANAPOLIS IN 46206	28-46-24-W4-0260A.0601 4745 ESTERO BLVD #601 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 601	63
BANDY LYNN L & ANNE MARIE 4745 ESTERO BLVD # 602 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0602 4745 ESTERO BLVD #602 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 602	63
ABBS SCOTT E & KATHY L 713 E NORTHSHORE DR SYRACUSE IN 46567	28-46-24-W4-0260A.0603 4745 ESTERO BLVD #603 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 603	63
RAHM DONALD C TR 4745 ESTERO BLVD #604 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0604 4745 ESTERO BLVD #604 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 604/CCPT #40	63
HEENEY PATRICK R & LYNN A 448 MATSON RD LIGONIER PA 15658	28-46-24-W4-0260A.0605 4745 ESTERO BLVD #605 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 605	63
WELLS THOMAS C & JANICE B 4745 ESTERO BLVD #701 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0701 4745 ESTERO BLVD #701 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 701 + GAR	63
MANZKE MICHAEL S & WENDY L TR N29 W26611 PETERSON DR PEWAUKEE WI 53072	28-46-24-W4-0260A.0702 4745 ESTERO BLVD #702 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 702/CCPT #43	63
BROWN JOSEPH SCOTT + LELA M 12524 RIVENDELL RD KNOXVILLE TN 37922	28-46-24-W4-0260A.0703 4745 ESTERO BLVD #703 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 703/CCPT #29	63
JACKSON JAY R & PATRICIA S 2827 WOODHOLLOW TRL FORT WAYNE IN 46825	28-46-24-W4-0260A.0704 4745 ESTERO BLVD #704 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 704	63
STILLWAGON DENNIS & 4745 ESTERO BLVD #705 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0705 4745 ESTERO BLVD #705 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 705	63
MESSINEO JAMES JOSEPH TR 1812 ALTA DR VOLO IL 60020	28-46-24-W4-0260A.0801 4745 ESTERO BLVD #801 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 801	63
BAACK GERALD & REBECCA 3229 NORCREST AVENUE NORTH STILLWATER MN 55082	28-46-24-W4-0260A.0802 4745 ESTERO BLVD #802 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 802	63
NORCIA GERARDO & JOSEPHINE 4745 ESTERO BLVD #803 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0803 4745 ESTERO BLVD #803 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 803	63
RYND DANNY JAMES & 9446 E SHORE DR PORTAGE MI 49002	28-46-24-W4-0260A.0804 4745 ESTERO BLVD #804 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 804/CCPT #44	63
ROLLEY NANCY V 617 LAKE MUREX CIR	28-46-24-W4-0260A.0805 4745 ESTERO BLVD #805	OCEAN HARBOR OR 2265 PG 0538	63

SANIBEL FL 33957	FORT MYERS BEACH FL 33931	BLDG A UNIT 805	
HALLBERG JOSEPH W & 9 WHITE PINE RD NORTH OAKS MN 55127	28-46-24-W4-0260A.0901 4745 ESTERO BLVD #901 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 901	63
CIOCCA CHRISTOPHER & 7801 YOUNG RD FORT WAYNE IN 46835	28-46-24-W4-0260A.0902 4745 ESTERO BLVD #902 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 902	63
FLOR A DAVID TR 4745 ESTERO BLVD # 903 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0903 4745 ESTERO BLVD #903 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 903	63
HUEY SUSAN R TR 190 PEACHTREE LN WEST CHICAGO IL 60185	28-46-24-W4-0260A.0904 4745 ESTERO BLVD #904 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 904	63
KRONENBERGER DALE L + DENISE M 4745 ESTERO BLVD #905 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.0905 4745 ESTERO BLVD #905 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 905	63
CMIEL DAVID F & DIANE C L/E 12901 MCGREGOR BLVD STE 20-154 FORT MYERS FL 33919	28-46-24-W4-0260A.1001 4745 ESTERO BLVD #1001 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1001/CCPT #84	63
BRYAR LAURENCE J TR 4745 ESTERO BLVD #1002 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1002 4745 ESTERO BLVD #1002 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1002	63
HAMILTON ALETA F TR 1504 STONY CREEK DR ROCHESTER MI 48307	28-46-24-W4-0260A.1003 4745 ESTERO BLVD #1003 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1003	63
SORICE MICHAEL T & SYLVIA E 36 SECATOGUE LN E WEST ISLIP NY 11795	28-46-24-W4-0260A.1004 4745 ESTERO BLVD #1004 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1004	63
APRUZZESE MARIO D & 2248 SOUTH SHORE CT ROCHESTER HILLS MI 48307	28-46-24-W4-0260A.1005 4745 ESTERO BLVD #1005 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1005	63
FUHR MICHAEL A 1525 14TH AVE NW SAINT PAUL MN 55112	28-46-24-W4-0260A.1101 4745 ESTERO BLVD #1101 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1101	63
HARDER CYNTHIA A TR 4745 ESTERO BLVD #1102 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1102 4745 ESTERO BLVD #1102 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1102	63
CAPUA RONALD TR 4745 ESTERO BLVD #1103 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1103 4745 ESTERO BLVD #1103 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1103	63
ARNTSEN SHARON M & GENE R TR 4745 ESTERO BLVD #1104 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1104 4745 ESTERO BLVD #1104 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1104	63
ALLSHOUSE BRUCE A & 4745 ESTERO BLVD # 1105 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1105 4745 ESTERO BLVD #1105 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1105/CCPT #76	63
LEWIS DAVID C + 4745 ESTERO BLVD #1201 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1201 4745 ESTERO BLVD #1201 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1201	63

DAVIS MARK E & MARY A PO BOX 558 SAINT PETER MN 56082	28-46-24-W4-0260A.1202 4745 ESTERO BLVD #1202 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1202 + CCPT#42	63
ROMANSKI ROGER TR 512 BRENTWOOD WISCONSIN RAPIDS WI 54494	28-46-24-W4-0260A.1203 4745 ESTERO BLVD #1203 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1203	63
PARKER ROBERT M TR 1102 DAVIDSON WALK SPRING HILL TN 37174	28-46-24-W4-0260A.1204 4745 ESTERO BLVD #1204 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1204/CCPT #38	63
PROPERTIES OF FLORIDA INC 2281 SANDLEWOOD WAY SHELBY TOWNSHIP MI 48316	28-46-24-W4-0260A.1205 4745 ESTERO BLVD #1205 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1205	63
ROSITZKE MARILYN J TR 4745 ESTERO BLVD APT 1401 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1401 4745 ESTERO BLVD #1401 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1401/CCPT #74	63
HALL BRINLEY M & ANN E 4745 ESTERO BLVD #1402 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1402 4745 ESTERO BLVD #1402 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1402	63
VAN ERT WAYNE R TR 4745 ESTERO BLVD #1403 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1403 4745 ESTERO BLVD #1403 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1403	63
MORGAN RONALD A TR 4753 ESTERO BLVD # 903 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1404 4745 ESTERO BLVD #1404 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1404	63
WILLIAMS CHARLES A & 3015 WOOD DUCK LN SE ADA MI 49301	28-46-24-W4-0260A.1405 4745 ESTERO BLVD #1405 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1405	63
LOOMIS CLIFFORD R TR 1840 CANDLEWOOD LN RICHFIELD WI 53076	28-46-24-W4-0260A.1501 4745 ESTERO BLVD #1501 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1501	63
LOOMIS CLIFFORD R + LINDA TR 1840 CANDLEWOOD LN RICHFIELD WI 53076	28-46-24-W4-0260A.1502 4745 ESTERO BLVD #1502 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1502	63
HMURA MICHAEL F TR 4745 ESTERO BLVD #1503 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1503 4745 ESTERO BLVD #1503 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1503	63
COYLE MARIANNE TR 4745 ESTERO BLVD # 1504A FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1504 4745 ESTERO BLVD #1504 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1504	63
CARLING-KELLY TERRY 4745 ESTERO BLVD #1505 FORT MYERS BEACH FL 33931	28-46-24-W4-0260A.1505 4745 ESTERO BLVD #1505 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1505	63
HUCK JOSEPH A & DONNA F 10890 FLORIDA RD FORTVILLE IN 46040	28-46-24-W4-0260A.1601 4745 ESTERO BLVD #1601 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1601/GAR #99	63
BIDLEMAN GEORGE DONALD JR 1405 S MAIN ST MEDINA NY 14103	28-46-24-W4-0260A.1602 4745 ESTERO BLVD #1602 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1602	63
PAT TIPPMANN PROPERTIES LLC 9009 COLDWATER RD FORT WAYNE IN 46825	28-46-24-W4-0260A.1603 4745 ESTERO BLVD #1603 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1603/GAR #102	63

ATHANASIOU DEMITRIOS E & 17993 MISSION POINTE NORTHVILLE MI 48168	28-46-24-W4-0260A.1604 4745 ESTERO BLVD #1604 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1604	63
STEIN NANCY G + 7550 WHISPERING FARM TRAIL CLEVES OH 45002	28-46-24-W4-0260A.1605 4745 ESTERO BLVD #1605 FORT MYERS BEACH FL 33931	OCEAN HARBOR OR 2265 PG 0538 BLDG A UNIT 1605/GAR #112	63
HAUKEBO ELIZABETH & JEFFREY 29111 JOLIET DR PARK RAPIDS MN 56470	28-46-24-W4-0260B.0101 4753 ESTERO BLVD #101 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 101/CCPT #129	64
CUTLER HELEN 43 ALEXIS RD THORNHILL ON L3T 6Z9 CANADA	28-46-24-W4-0260B.0102 4753 ESTERO BLVD #102 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 102/CCPT #130	64
GEROGE JOHN & GEORGE SANDRA L/ 1132 E ROBINSON ST NORTH TONAWANDA NY 14120	28-46-24-W4-0260B.0103 4753 ESTERO BLVD #103 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 103	64
KESSLER GEORGE & MARY KAY 283 S SUNSET DR MINA SD 57451	28-46-24-W4-0260B.0104 4753 ESTERO BLVD #104 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 104	64
MEFFE DOMENIC A 6 THORNCREST RD TORONTO ON M9A 1R9 CANADA	28-46-24-W4-0260B.0105 4753 ESTERO BLVD #105 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 105/CCPT #133	64
BRAND JEFFREY & IDELLE 330 3RD AVE # 3C NEW YORK NY 10010	28-46-24-W4-0260B.0201 4753 ESTERO BLVD #201 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 201/CCPT #40	64
STOUDT JAMIE M 105 CHESTNUT ST W #2 STILLWATER MN 55082	28-46-24-W4-0260B.0202 4753 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 202	64
PEARSON SCOTT A & CATHY J 4753 ESTERO BLVD #203 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0203 4753 ESTERO BLVD #203 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 203/CCPT #66 + #67	64
DL MANAGEMENT LLC 2770 BLACK CANYON RD COLORADO SPRINGS CO 80904	28-46-24-W4-0260B.0204 4753 ESTERO BLVD #204 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 204/CCPT #58	64
FIKE RODNEY & GLENDA 4753 ESTERO BLVD #205 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0205 4753 ESTERO BLVD #205 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 205/CCPT #74	64
DUNWOODIE BEATRICE M & 79 OLD POST ROAD LANCASTER NY 14086	28-46-24-W4-0260B.0301 4753 ESTERO BLVD #301 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 301/CCPT #33 + #57	64
REID GARRY D + SHARON E 424 THE THICKET MISSISSAUGA ON L5G 4P6 CANADA	28-46-24-W4-0260B.0302 4753 ESTERO BLVD #302 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 302	64
HAUSER MICHAEL LLOYD & 912 NORTH BALLAS RD SAINT LOUIS MO 63131	28-46-24-W4-0260B.0303 4753 ESTERO BLVD #303 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 303/CCPT #49 + #50	64
PACK JERRY & REGENIA	28-46-24-W4-0260B.0304	OCEAN HARBOR PH II	64

4753 ESTERO BLVD #304 FORT MYERS BEACH FL 33931	4753 ESTERO BLVD #304 FORT MYERS BEACH FL 33931	OR 2265 PG 0538 BLDG B UNIT 304	
WIMMER RICHARD G JR & 4656 OAKHURST RIDGE RD CLARKSTON MI 48348	28-46-24-W4-0260B.0305 4753 ESTERO BLVD #305 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT305/CCPT #36	64
JENKINS RICHARD 4753 ESTERO BLVD #401 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0401 4753 ESTERO BLVD #401 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 401/GAR #121	64
AMOS DON & JOAN 4753 ESTERO BLVD #402 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0402 4753 ESTERO BLVD #402 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 402	64
SPINDLER GEORG & ROSA TIERGARTEN STR 7 BREITENQUSSBACH 96149 GERMANY	28-46-24-W4-0260B.0403 4753 ESTERO BLVD #403 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 403	64
DEGIULI WINGERT ANN MARIE 684 FAIRMONT AVE NORTH TONAWANDA NY 14120	28-46-24-W4-0260B.0404 4753 ESTERO BLVD #404 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 404/CCPT #38	64
ZIEGLER DONALD D & DORIS D 4753 ESTERO BLVD #405 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0405 4753 ESTERO BLVD #405 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 405/GAR #106	64
WYATT VICKI L 4753 ESTERO BLVD APT 501 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0501 4753 ESTERO BLVD #501 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 501/GAR #100 + CCPT #32	64
HARGRAVE LAURA A 615 WHISKEY JACK CIR SANDPOINT ID 83864	28-46-24-W4-0260B.0502 4753 ESTERO BLVD #502 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 502	64
POLIZZE MICHAEL P & 6 PARK CT CAPE MAY COURT HOUSE NJ 08210	28-46-24-W4-0260B.0503 4753 ESTERO BLVD #503 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 503	64
WALLRAB SUSAN P TR 2920 KNOLLCREST DR BURLINGTON WI 53105	28-46-24-W4-0260B.0504 4753 ESTERO BLVD #504 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 504	64
BARKER STEPHEN D & 4753 ESTERO BLVD APT 505 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0505 4753 ESTERO BLVD #505 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 505	64
DELISLE JOSEPH C 4753 ESTERO BLVD APT 601 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0601 4753 ESTERO BLVD #601 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 601	64
DELISLE JEFFREY T TR 4753 ESTERO BLVD #602 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0602 4753 ESTERO BLVD #602 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 602	64
LARIMI CORP 4753 ESTERO BLVD APT 603 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0603 4753 ESTERO BLVD #603 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 603	64
DECHRISTOFORO DENISE L TR 4745 ESTERO BLVD APT 502 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0604 4753 ESTERO BLVD #604 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 604	64
ROGER C SHULZE TRUST +	28-46-24-W4-0260B.0605	OCEAN HARBOR PH II	64

2258 PEBBLE CREEK OAKLAND MI 48363	4753 ESTERO BLVD #605 FORT MYERS BEACH FL 33931	OR 2265 PG 0538 BLDG B UNIT 605	
BONNICE DAVID WILLIAM & 1038 FAIR HILL RD MONTROSE PA 18801	28-46-24-W4-0260B.0701 4753 ESTERO BLVD #701 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 701	64
FMB 702B LLC 6001 N OCEAN DR APT 1505 HOLLYWOOD FL 33019	28-46-24-W4-0260B.0702 4753 ESTERO BLVD #702 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 702	64
WILSON DIANE R 4753 ESTERO BLVD # 703 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0703 4753 ESTERO BLVD #703 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 703	64
GHRIST ALBERT S & JANET M 303 CHRISNER RD LIGONIER PA 15658	28-46-24-W4-0260B.0704 4753 ESTERO BLVD #704 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 704	64
HANSEN NANCY FRANK TR 4753 ESTERO BLVD #705 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0705 4753 ESTERO BLVD #705 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH-II OR 2265 PG 0538 BLDG B UNIT 705	64
BURRELL GREGG & REBECCA 16619 EAST LAKE DR LAKEVILLE MN 55044	28-46-24-W4-0260B.0801 4753 ESTERO BLVD #801 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 801	64
BURRELL JACK L TR LISA LAIR 10763 RAVENNA WAY FORT MYERS FL 33913	28-46-24-W4-0260B.0802 4753 ESTERO BLVD #802 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 802	64
LUTZ SHARON L TR 21216 LILAC LN CLINTON TWP MI 48036	28-46-24-W4-0260B.0803 4753 ESTERO BLVD #803 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 803/CCPT #34 + #35	64
DICARLO GIUSEPPE & MARIA 4168 ROSELAND DR W WINDSOR ON N9G 1Z9 CANADA	28-46-24-W4-0260B.0804 4753 ESTERO BLVD #804 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 804/CCPT #44	64
HAARMANN PETER TR 116 SACKVILLE RD GARDEN CITY NY 11530	28-46-24-W4-0260B.0805 4753 ESTERO BLVD #805 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 805/GAR #110	64
HAMILTON MARSHA C TR 22559 MERLIN CT JOLIET IL 60404	28-46-24-W4-0260B.0901 4753 ESTERO BLVD #901 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 901	64
SMITH TIMOTHY & ELAINE 9513 E VISTA DR HILLSBORO MO 63050	28-46-24-W4-0260B.0902 4753 ESTERO BLVD #902 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 902/CCPT #69	64
MORGAN RONALD TR 4753 ESTERO BLVD #903 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0903 4753 ESTERO BLVD #903 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 903/CCPT #41	64
HANSEN PATRICIA C TR 5533 S 30TH ST GREENFIELD WI 53221	28-46-24-W4-0260B.0904 4753 ESTERO BLVD #904 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 904	64
MUSTO DONALD J JR TR 4753 ESTERO BLVD # 905 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.0905 4753 ESTERO BLVD #905 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 905/GAR #109	64
KNUEPPEL BODO H & CAROL L TR	28-46-24-W4-0260B.1001	OCEAN HARBOR PH II	64

4422 DARNLEY CT FORT WAYNE IN 46814	4753 ESTERO BLVD #1001 FORT MYERS BEACH FL 33931	OR 2265 PG 0538 BLDG B UNIT 1001/CCPT #52	
TENNEY ROBERT E & AUDREY M TR 4753 ESTERO BLVD #1002 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.1002 4753 ESTERO BLVD #1002 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1002	64
MARTIN DONNA M 4753 ESTERO BLVD #1003 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.1003 4753 ESTERO BLVD #1003 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1003/CCPT #65	64
WILSHER GEORGE T TR 2823 MUIR WOODS DR WEST COVINA CA 91791	28-46-24-W4-0260B.1004 4753 ESTERO BLVD #1004 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1004/CCPT #70	64
SIMOR CORPORATION WRIGHT LAW FIRM PA 923 DEL PRADO BLVD STE 205 CAPE CORAL FL 33990	28-46-24-W4-0260B.1005 4753 ESTERO BLVD #1005 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1005/GAR #115 + CCPT #37	64
PETTERSEN SHEILA E TR 4753 ESTERO BLVD #1101 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.1101 4753 ESTERO BLVD #1101 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1101	64
MCCORMICK THOMAS J & 902 BLUFFS DR N BAITING HOLLOW NY 11933	28-46-24-W4-0260B.1102 4753 ESTERO BLVD #1102 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1102/CCPT #72	64
SWANBECK KAREN D & THOMAS E TR 4753 ESTERO BLVD #1103 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.1103 4753 ESTERO BLVD #1103 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1103/GAR #104	64
OASIS HOLDING COMPANY LIMITED SUNNETALSTR 23 FALLANDEN 8117 SWITZERLAND	28-46-24-W4-0260B.1104 4753 ESTERO BLVD #1104 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1104	64
OASIS HOLDING COMPANY LIMITED SUNNETALSTR 23 8117 FALLANDEN SWITZERLAND	28-46-24-W4-0260B.1105 4753 ESTERO BLVD #1105 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1105	64
CIDER MILL PROPERTIES LLC 1140 SILVERTON RD TOMS RIVER NJ 08755	28-46-24-W4-0260B.1201 4753 ESTERO BLVD #1201 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1201/CCPT #73	64
ENGLEBERT MICHAEL J & 4753 ESTERO BLVD #1202 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.1202 4753 ESTERO BLVD #1202 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1202/CCPT #61	64
RICHART MARK & JODI L 4753 ESTERO BLVD #1203 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.1203 4753 ESTERO BLVD #1203 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1203	64
PLETCHER JERI A 1530 CLOVER CREEK LN GOSHEN IN 46526	28-46-24-W4-0260B.1204 4753 ESTERO BLVD #1204 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH-II OR 2265 PG 0538 BLDG B UNIT 1204/GAR 114	64
ROSANIA JOHN C TR JANICE ROSANIA 520 WILLOW OAK DR MAYS LANDING NJ 08330	28-46-24-W4-0260B.1205 4753 ESTERO BLVD #1205 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1205/GAR #118	64
OERTER CATHY JO TR	28-46-24-W4-0260B.1401	OCEAN HARBOR PH II	64

4753 ESTERO BLVD # 1401 FORT MYERS BEACH FL 33931	4753 ESTERO BLVD #1401 FORT MYERS BEACH FL 33931	OR 2265 PG 0538 BLDG B UNIT 1401 + CCPT A75	
HESTER STEPHEN DONALD & 4753 ESTERO BLVD #1402 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.1402 4753 ESTERO BLVD #1402 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1402/CCPT #128	64
KARL RENNER TRUST + 28128 GRAY BARN LN LAKE BARRINGTON IL 60010	28-46-24-W4-0260B.1403 4753 ESTERO BLVD #1403 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1403/GAR #112	64
WALLACE CLIFTON O JR TR 16970 SAN CARLOS BLVD #160-189 FORT MYERS FL 33908	28-46-24-W4-0260B.1404 4753 ESTERO BLVD #1404 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1404	64
MACDONALD PHYLLIS P TR 24131 W OAK LN SHOREWOOD IL 60404	28-46-24-W4-0260B.1405 4753 ESTERO BLVD #1405 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1405 + CCPT 131	64
MOYER DENNIS KELLY & MARY J 23994 S SHORE DR EDWARDSBURG MI 49112	28-46-24-W4-0260B.1501 4753 ESTERO BLVD #1501 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1501+ GAR 118	64
MKB REAL ESTATE LLC 3903 19TH AVE STERLING IL 61081	28-46-24-W4-0260B.1502 4753 ESTERO BLVD #1502 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1502/CCPT #127	64
DOWNEY DOUGLAS H & M SANDRA 37 ELLEN ST UNIT 1308 BARRIE ON L4N 6G2 CANADA	28-46-24-W4-0260B.1503 4753 ESTERO BLVD #1503 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1503	64
CHRISTOPHER JAMES III & 223 HOOD AVE SYRACUSE NY 13208	28-46-24-W4-0260B.1504 4753 ESTERO BLVD #1504 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1504/GAR #116	64
CUMMINGS ROBERT CHARLES & 9903 ADAMS AVE INVER GROVE HEIGHTS MN 55077	28-46-24-W4-0260B.1505 4753 ESTERO BLVD #1505 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1505/CCPT #48	64
BARKER MELODY TR 1951 CHAPMAN LAKE DR WARSAW IN 46582	28-46-24-W4-0260B.1601 4753 ESTERO BLVD #1601 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1601/CCPT #71	64
SOENKE JOSEPHINE TR 4753 ESTERO BLVD # 1602 FORT MYERS BEACH FL 33931	28-46-24-W4-0260B.1602 4753 ESTERO BLVD #1602 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1602/GAR #117	64
JANET R TOWNSEND TRUST + 1015 W JACKSON ST MUNCIE IN 47305	28-46-24-W4-0260B.1603 4753 ESTERO BLVD #1603 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1603/GAR #120 + GAR #119	64
MITCHELL JACK S & PO BOX 708 ANGOLA IN 46703	28-46-24-W4-0260B.1604 4753 ESTERO BLVD #1604 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1604/GAR #107	64
NIELSEN DENNIS E TR 6958 STILLWATER CV WESTERVILLE OH 43082	28-46-24-W4-0260B.1605 4753 ESTERO BLVD #1605 FORT MYERS BEACH FL 33931	OCEAN HARBOR PH II OR 2265 PG 0538 BLDG B UNIT 1605/GAR #111	64
Q T HOLDINGS LLC 6909 WINNETKA AVE N BROOKLYN PARK MN 55428	28-46-24-W4-03000.0105 4765 ESTERO BLVD #105 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# <u>2008000219575</u> AIRSPACE PH 5 UNIT 105	65

BOAT MASTERS MARINE INC 5290 MANCHESTER RD AKRON OH 44319	28-46-24-W4-03000.0106 4765 ESTERO BLVD #106 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 6 UNIT 106	65
MARTINELLI LAWRENCE A JR 6221 COMPART ISLE DR NAPLES FL 34113	28-46-24-W4-03000.0107 4765 ESTERO BLVD #107 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 7 UNIT 107	65
ST SNOOK BIGHT LLC 17330 PRESTON RD STE 220A DALLAS TX 75252	28-46-24-W4-03000.0108 4765 ESTERO BLVD #108 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 8 UNIT 108	65
COYLE MARIANNE TR 4765 ESTERO BLVD # 1504A FORT MYERS BEACH FL 33931	28-46-24-W4-03000.0109 4765 ESTERO BLVD #109 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 9 UNIT 109	65
JCPI HOLDINGS LLC 153 SEVILLA AVE CORAL GABLES FL 33134	28-46-24-W4-03000.0110 4765 ESTERO BLVD #110 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 10 UNIT 110	65
PRESLEY STEVEN W TR 16 OXMOOR COURT BRENTWOOD TN 37027	28-46-24-W4-03000.0111 4765 ESTERO BLVD #111 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 11 UNIT 111	65
OMDOLL PAUL A 13925 OLD COAST RD UNIT 1901 NAPLES FL 34110	28-46-24-W4-03000.0112 4765 ESTERO BLVD #112 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 12 UNIT 112	65
KANTER GARY J + KIMBERLY J 3061 LYNDALE CT EDGEWOOD KY 41017	28-46-24-W4-03000.0113 4765 ESTERO BLVD #113 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2014000030511 AIRSPACE PH 13 UNIT 113	65
HOGAN MIKE 506 QUAM CIR AMES IA 50010	28-46-24-W4-03000.0205 4765 ESTERO BLVD #205 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 21 UNIT 205	65
SUSKO DAVID ANTHONY 38000 VILLA MAR HARRISON TOWNSHIP MI 48045	28-46-24-W4-03000.0206 4765 ESTERO BLVD #206 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 22 UNIT 206	65
RAYMOND DONNA M 18020 SAN CARLOS BLVD #62 FORT MYERS BEACH FL 33931	28-46-24-W4-03000.0304 4765 ESTERO BLVD #304 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 36 UNIT 304	65
TUYLS JOSHUA J & BETH ANN 23257 E EL DORADO AVE BONITA SPRINGS FL 34134	28-46-24-W4-03000.0305 4765 ESTERO BLVD #305 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 37 UNIT 305	65
MOHR RICHARD & SHERRY 12328 LITCHFIELD LN FORT MYERS FL 33913	28-46-24-W4-03000.0307 4765 ESTERO BLVD #307 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000219575 AIRSPACE PH 39 UNIT 307	65

CHRONISTER TOM & MARYLOU 1400 GULF SHORE BLVD N #305 NAPLES FL 34102	28-46-24-W4-03000.0308 4765 ESTERO BLVD #308 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# <u>2008000219575</u> AIRSPACE PH 40 UNIT 308	65
MILLER PHILIP G & SANDRA A 833 CHERRYWOOD JACKSON MI 49203	28-46-24-W4-03000.0310 4765 ESTERO BLVD #310 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# <u>2008000219575</u> AIRSPACE PH 42 UNIT 310	65
WE OWN A BOAT DOCK INC 1256 SW 5TH ST BOCA RATON FL 33486	28-46-24-W4-03000.0405 4765 ESTERO BLVD #405 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# <u>2008000219575</u> AIRSPACE PH 61 UNIT 405	65
WOITYNEK NATASCHA & 3541 QUILL LEAF CT BONITA SPRINGS FL 34134	28-46-24-W4-03000.0407 4765 ESTERO BLVD #407 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# <u>2008000219575</u> AIRSPACE PH 63 UNIT 407	65
ST SNOOK BIGHT LLC 17330 PRESTON RD STE 220A DALLAS TX 75252	28-46-24-W4-03000.0411 4765 ESTERO BLVD #411 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# 2008000316726 AIRSPACE PH 67 UNIT 411	65
THEISEN EILEEN M 2127 FOREST DR SAINT CLOUD MN 56303	28-46-24-W4-03000.0504 4765 ESTERO BLVD #504 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# <u>2008000219575</u> AIRSPACE PH 84 UNIT 504	65
STOTTS LYNN & KEITH + 4192 BAY BEACH LN UNIT PH 1 FORT MYERS BEACH FL 33931	28-46-24-W4-03000.0506 4765 ESTERO BLVD #506 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# <u>2008000219575</u> AIRSPACE PH 86 UNIT 506	65
ST SNOOK BIGHT LLC 17330 PRESTON RD STE 220A DALLAS TX 75252	28-46-24-W4-03000.0722 4765 ESTERO BLVD #722 FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# <u>200900009146</u> AIRSPACE PH 134 UNIT 722	65
ST SNOOK BIGHT LLC 17330 PRESTON RD STE 220A DALLAS TX 75252	28-46-24-W4-0300A.0000 DRY RACK CONDO FORT MYERS BEACH FL 33931	SNOOK BIGHT MARINA DRY RACK CONDO AS DESC IN INST# <u>2008000219575</u> RESERVE FOR FUTURE AIRSPACE UNITS	66
RUTH ANN BLANCO TRUST + 958 RYAN CT CROWN POINT IN 46307	29-46-24-W3-02100.2010 4560 ESTERO BLVD #201 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 201	67
DAVIS THOMAS F 4560 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	29-46-24-W3-02100.2020 4560 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 202	67
ESPINOLA DAVID M & LUCIA M 15 RINZEE RD DRACUT MA 01826	29-46-24-W3-02100.2030 4560 ESTERO BLVD #203 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 203	67
VIRGINIA A SCHOCK TRUST + 806 BANNOCK DR DUNDEE IL 60118	29-46-24-W3-02100.2040 4560 ESTERO BLVD #204 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 204	67
MARLOW JULIE MARIE TR 4560 ESTERO BLVD #301	29-46-24-W3-02100.3010 4560 ESTERO BLVD #301	STRANDVIEW TOWER CONDO OR 1171 PG 211	67

FORT MYERS BEACH FL 33931	FORT MYERS BEACH FL 33931	UNIT 301	
KEITH STEVEN R & KIMBRA A 4749 FONTANA RD WEST BEND WI 53095	29-46-24-W3-02100.3020 4560 ESTERO BLVD #302 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 302	67
DAVIS DENNIS 4560 ESTERO BLVD #303 FORT MYERS BEACH FL 33931	29-46-24-W3-02100.3030 4560 ESTERO BLVD #303 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 303	67
WILSON SUSAN 1655 PLACE DES RAVINS ORLEANS ON K1C 6H3 CANADA	29-46-24-W3-02100.3040 4560 ESTERO BLVD #304 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 304	67
PREFERRED ASSETS INC 121 MOHR DRIVE MANKATO MN 56001	29-46-24-W3-02100.4010 4560 ESTERO BLVD #401 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 401	67
STEVENS JAMES B & BARBARA P 4560 ESTERO BLVD #402 FORT MYERS BEACH FL 33931	29-46-24-W3-02100.4020 4560 ESTERO BLVD #402 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 402	67
BYERLE BRUCE A & ANNE E 4560 ESTERO BLVD #403 FORT MYERS BEACH FL 33931	29-46-24-W3-02100.4030 4560 ESTERO BLVD #403 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 403	67
MINERS MARGARET A TR PO BOX 130 LABELLE FL 33975	29-46-24-W3-02100.4040 4560 ESTERO BLVD #404 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 404	67
CHAMBRE DIANE D TR 4560 ESTERO BLVD #501 FORT MYERS BEACH FL 33931	29-46-24-W3-02100.5010 4560 ESTERO BLVD #501 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 501	67
TIEZZI DANIEL TR 608 FOOT HILLS RD HIGGANUM CT 06441	29-46-24-W3-02100.5020 4560 ESTERO BLVD #502 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 502	67
BURWINKEL WILLIAM J & 710 MT HOPE AVE #4 CINCINNATI OH 45204	29-46-24-W3-02100.5040 4560 ESTERO BLVD #504 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNITS 503 + 504	67
DANGELO DANIEL A & JUNE E 677 ERIE AVE N TONAWANDA NY 14120	29-46-24-W3-02100.6010 4560 ESTERO BLVD #601 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 601	67
BONFIGLIO FRANK L TR 4560 ESTERO BLVD #602 FORT MYERS BEACH FL 33931	29-46-24-W3-02100.6020 4560 ESTERO BLVD #602 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 602	67
KOMENDAREK EDWIN & MARILYN 30 NEWTON AVE NORWICH NY 13815	29-46-24-W3-02100.6030 4560 ESTERO BLVD #603 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 603	67
MARSHALL + ILSLEY TRUST CO TR PO BOX 2980 MILWAUKEE WI 53201	29-46-24-W3-02100.6040 4560 ESTERO BLVD #604 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 604	67
MAMCK VENTURES LLC 4560 ESTERO BLVD UNIT 701 FORT MYERS BEACH FL 33931	29-46-24-W3-02100.7010 4560 ESTERO BLVD #701 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 701	67
BERECZ VICTOR G + 4560 ESTERO BLVD #702 FORT MYERS BEACH FL 33931	29-46-24-W3-02100.7020 4560 ESTERO BLVD #702 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 702	67

BURWINKEL WILLIAM & BETH A 710 MOUNT HOPE AVE APT 4 CINCINNATI OH 45204	29-46-24-W3-02100.7030 4560 ESTERO BLVD #703 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 703	67
BERGMANN MARY B TR 6315 GOLFVIEW DR BLOOMFIELD HILLS MI 48301	29-46-24-W3-02100.7040 4560 ESTERO BLVD #704 FORT MYERS BEACH FL 33931	STRANDVIEW TOWER CONDO OR 1171 PG 211 UNIT 704	67
HARRISON TIMOTHY E & 8118 MESSMORE SHELBY TOWNSHIP MI 48317	29-46-24-W3-02200.2010 4450 ESTERO BLVD #201 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 201	68
MARINI MICHAEL M & 13814 HOUK RD MONROEVILLE IN 46773	29-46-24-W3-02200.2020 4450 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 202	68
SUSAN A HUGHES TRUST + 365 GLENGROVE AVE W TORONTO ON M5N 1W4 CANADA	29-46-24-W3-02200.2030 4450 ESTERO BLVD #203 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 203	68
KLARA BOGUSLAW & 1088 DIAMOND CT MISSISSAUGA ON L5V 1J5 CANADA	29-46-24-W3-02200.3010 4450 ESTERO BLVD #301 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 301	68
FERNANDEZ MAITIN FAMILY 10705 SW 88TH AVE MIAMI FL 33176	29-46-24-W3-02200.3020 4450 ESTERO BLVD #302 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 302	68
MEIRITZ WOLFRAM E & ANDREA WILDSTRASSE 17 HEIDENHELM 89522 GERMANY	29-46-24-W3-02200.3030 4450 ESTERO BLVD #303 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 303	68
HOGAN FRANCIS X & MARY C 1331 BRISTOL AVE DAVIE FL 33325	29-46-24-W3-02200.4010 4450 ESTERO BLVD #401 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 401	68
KASCAR LLC 4229 N CLAREMONT AVE CHICAGO IL 60618	29-46-24-W3-02200.4020 4450 ESTERO BLVD #402 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 402	68
REID MARIA J TR 5600 QUEENS KEW BONITA SPRINGS FL 34134	29-46-24-W3-02200.4030 4450 ESTERO BLVD #403 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 403	68
GRILLO VINCENZIA TR 53717 CHERRYWOOD DR SHELBY TWP MI 48315	29-46-24-W3-02200.5010 4450 ESTERO BLVD #501 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 501	68
OAK LOT FUTURE LLC 4450 ESTERO BLVD #502 FORT MYERS BEACH FL 33931	29-46-24-W3-02200.5020 4450 ESTERO BLVD #502 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 502	68
DUMETT DANIEL W & KIMBERLY 2357 FENWICK CT MARIETTA GA 30064	29-46-24-W3-02200.5030 4450 ESTERO BLVD #503 FORT MYERS BEACH FL 33931	VILLA DEL MAR CONDO OR 1237 PG 1279 UNIT 503	68
AYRES OLIVER MADISON & 21565 SHOREVISTA LN NOBLESVILLE IN 46062	29-46-24-W3-0300A.0201 4631 ESTERO BLVD #201 FORT MYERS BEACH FL 33931	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342 BLDG A UNIT 201	69
WARNER H JACK TR 12344 N LEDGES DR	29-46-24-W3-0300A.0202 4631 ESTERO BLVD #202	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342	69

ROSCOE IL 61073	FORT MYERS BEACH FL 33931	BLDG A UNIT 202	
KETRING ENTERPRISES LLC 10473 S 50W PENDLETON IN 46064	29-46-24-W3-0300A.0303 4631 ESTERO BLVD #303 FORT MYERS BEACH FL 33931	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342 BLDG A UNIT 303	69
RAY HAROLD L & APRIL L 2620 S 1000 W LAPEL IN 46051	29-46-24-W3-0300A.0304 4631 ESTERO BLVD #304 FORT MYERS BEACH FL 33931	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342 BLDG A UNIT 304	69
ZINK DAVID C TR 14 MELROSE CT JACKSONVILLE IL 62650	29-46-24-W3-0300B.0201 4633 ESTERO BLVD #201 FORT MYERS BEACH FL 33931	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342 BLDG B UNIT 201	70
PRASSE MARJORIE J TR 4633 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	29-46-24-W3-0300B.0202 4633 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342 BLDG B UNIT 202	70
EROSHEVICH RICHARD & TAWNIA 3191 SHELL MOUND BLVD FORT MYERS BEACH FL 33931	29-46-24-W3-0300B.0203 4633 ESTERO BLVD #203 FORT MYERS BEACH FL 33931	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342 BLDG B UNIT 203	70
LST & KEES LLC 812 CREEKSIDE TRAIL ALPHARETTA GA 30004	29-46-24-W3-0300B.0204 4633 ESTERO BLVD #204 FORT MYERS BEACH FL 33931	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342 BLDG B UNIT 204	70
HENDERSON JAMES & KERRIE 10738 S 575 W PENDLETON IN 46064	29-46-24-W3-0300B.0305 4633 ESTERO BLVD #305 FORT MYERS BEACH FL 33931	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342 BLDG B UNIT 305	70
ZINK DAVID C TR 14 MELROSE COURT JACKSONVILLE IL 62650	29-46-24-W3-0300B.0306 4633 ESTERO BLVD #306 FORT MYERS BEACH FL 33931	WHITE CAP CONDOMINIUM DESC IN INST#2007-216342 BLDG B UNIT 306	70

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-B

Additional Required Information for a Variance Application

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

Case Number:
Project Name:
Authorized Applicant: Arlina Mendoza
LeePA STRAP Number: 29-46-24-W-3-008OF 0150

Current Property Status: Vacant Lot Due to Hurricane Ian	
Current Zoning: 10 a	
Future Land Use Map (FLUM) Category:	
Comp Plan Density:	Platted Overlay? ☐ Yes ☐ No

Variance is requested from:

LDC Section Number

Title of Section or Subsection

Ordinance No 23-02	Section 2

Complete the narrative statements below for EACH variance requested.

PART I Narrative Statements

Request for variance from _____ (LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:

Regulations/Ordinance require 25 feet set back. Due to our irregular lot size (triangular) six (6) feet of the 25 feet, set back is being requested in order to rebuild our home.

Our original home was built in 1972, we are basically seeking the same footprint where the original house stood prior to the Hurricane Ian.

Reasons for request

Explain why the variance is needed:

For the approval of the attached design to rebuild of our single family home on a irregular small lot, using almost the same original footprint of our home prior to hurricane Ian .

Attachement # 1

Explain the possible effect the variance, if granted, would have on surrounding properties:

Granting the variance will have no effect on any surrounding properties.

The request of the six feet will be on the adjacent right a way, that does not provide a right-of-way for any vehicles, or pedestrians, as it ends perpenicular to the backyard of a residence and is used for storm drainage. No impediment or obstructions will effected this area. We are seeking the clearance of 6 feet of the required 25 feet set backs to be granted.

Explain the hardship (what is unique about the property) that justifies relief from the regulation:

The property is a triangle lot size with minium square footage , relief or granting the 6 feet of the required 25 feet set back will allow us to reconstruct our home.

Explain how the property qualifies for a variance. Direct this explanation to the guidelines for decision-making in LDC Section 34-87.

The ordinance/regulation requires a 25 feet set back off the right-a-way.

The original house built in 1972 had approximately a 20 feet set back. Due to the irregular small lot size and using basically the same original footprint, and the fact that the six feet approval will not impede any surrounding properties, this variance to rebuild in accordance to the design plans provided, should qualify for such variance.

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BELOW IS A REVISED APPLICATION REQUESTING AN ADDITIONAL REAR
SETBACK VARIANCE, SENT AFTER INITIAL REVIEW

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-B

Additional Required Information for a Variance Application

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

Case Number:
Project Name:
Authorized Applicant: Arlina Mendoza
LeePA STRAP Number: 29-46-24-W-3-008OF 0150

Current Property Status: Vacant Lot Due to Hurricane Ian	
Current Zoning: 10 a	
Future Land Use Map (FLUM) Category:	
Comp Plan Density:	Platted Overlay? ☐ Yes ☐ No

Variance is requested from:

LDC Section Number

Title of Section or Subsection

Ordinance No 23-02

Section 2

Complete the narrative statements below for EACH variance requested.

PART I
Narrative Statements

Request for variance from _____ (LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:

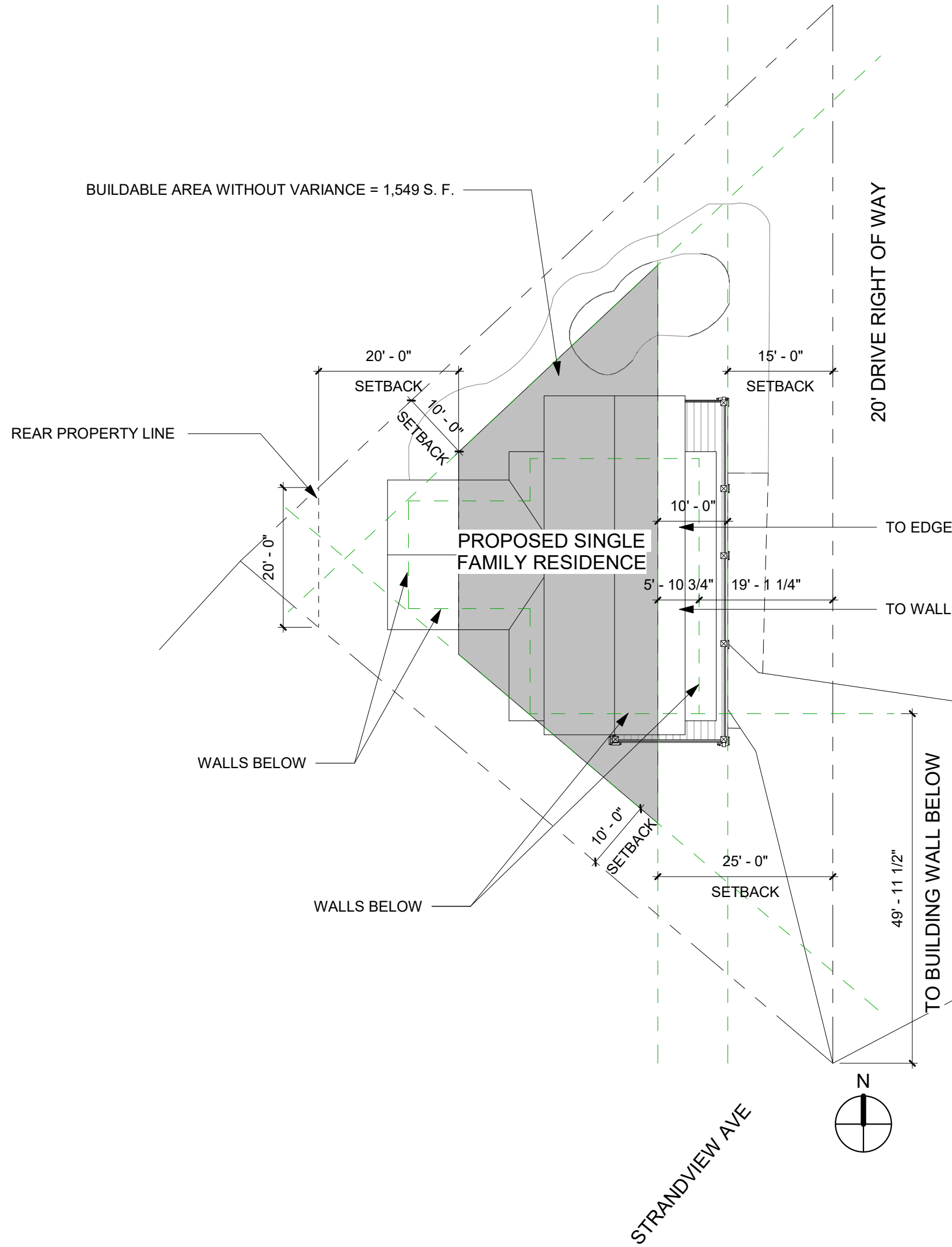
Regulations require 20 feet set back from the REAR of the property. Due to our irregular lot size (triangular) 7 1/2 feet set back is being requested in order to rebuilt our home. Our original home was built in 1972, we are basically seeking the same foot print where the original house stood prior to the Hurricane.

Reasons for request

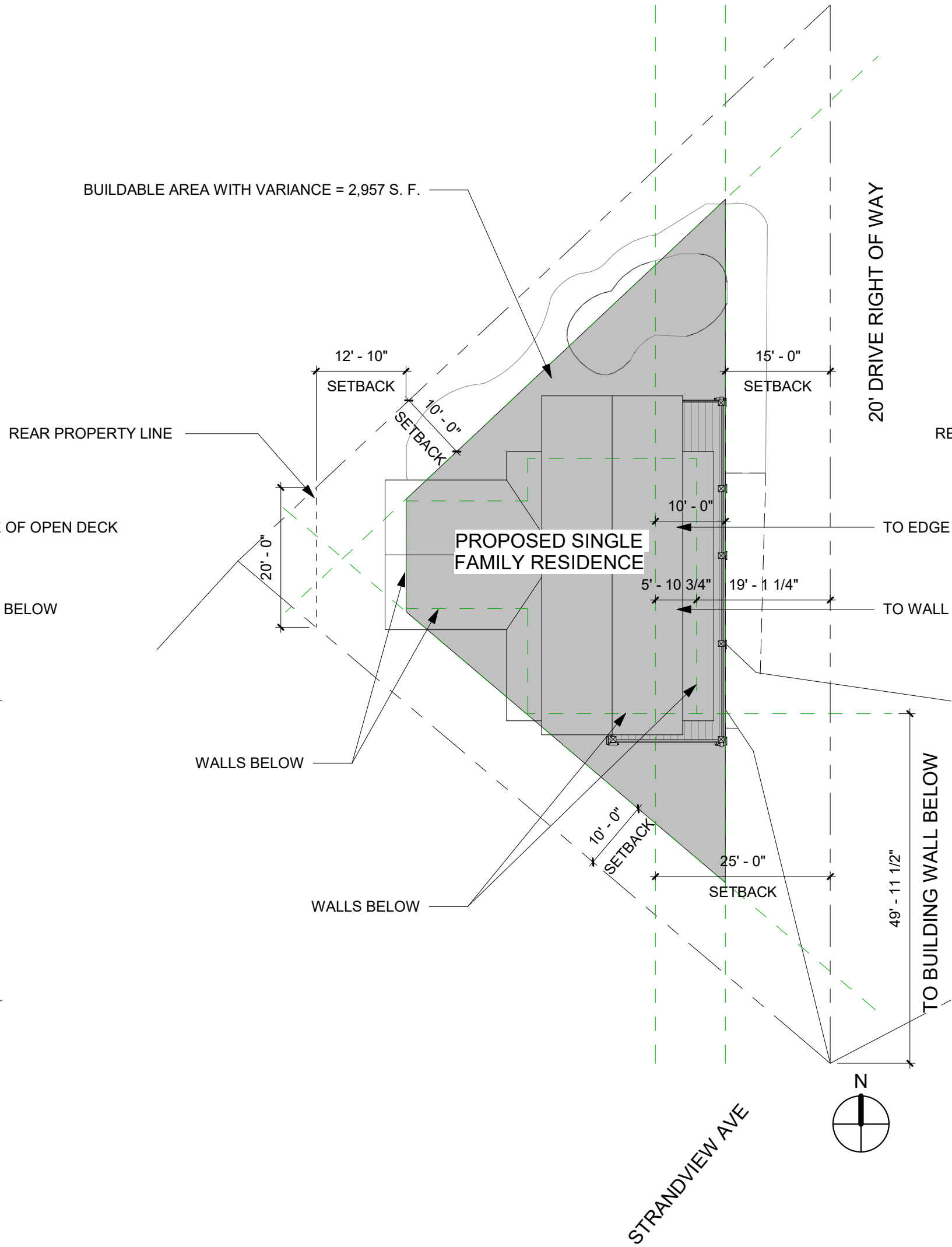
Explain why the variance is needed:

For the approval of the attached design to rebuild our single family home on a irregular small lot, using almost the same original footprint of our home prior to Hurricane Ian.

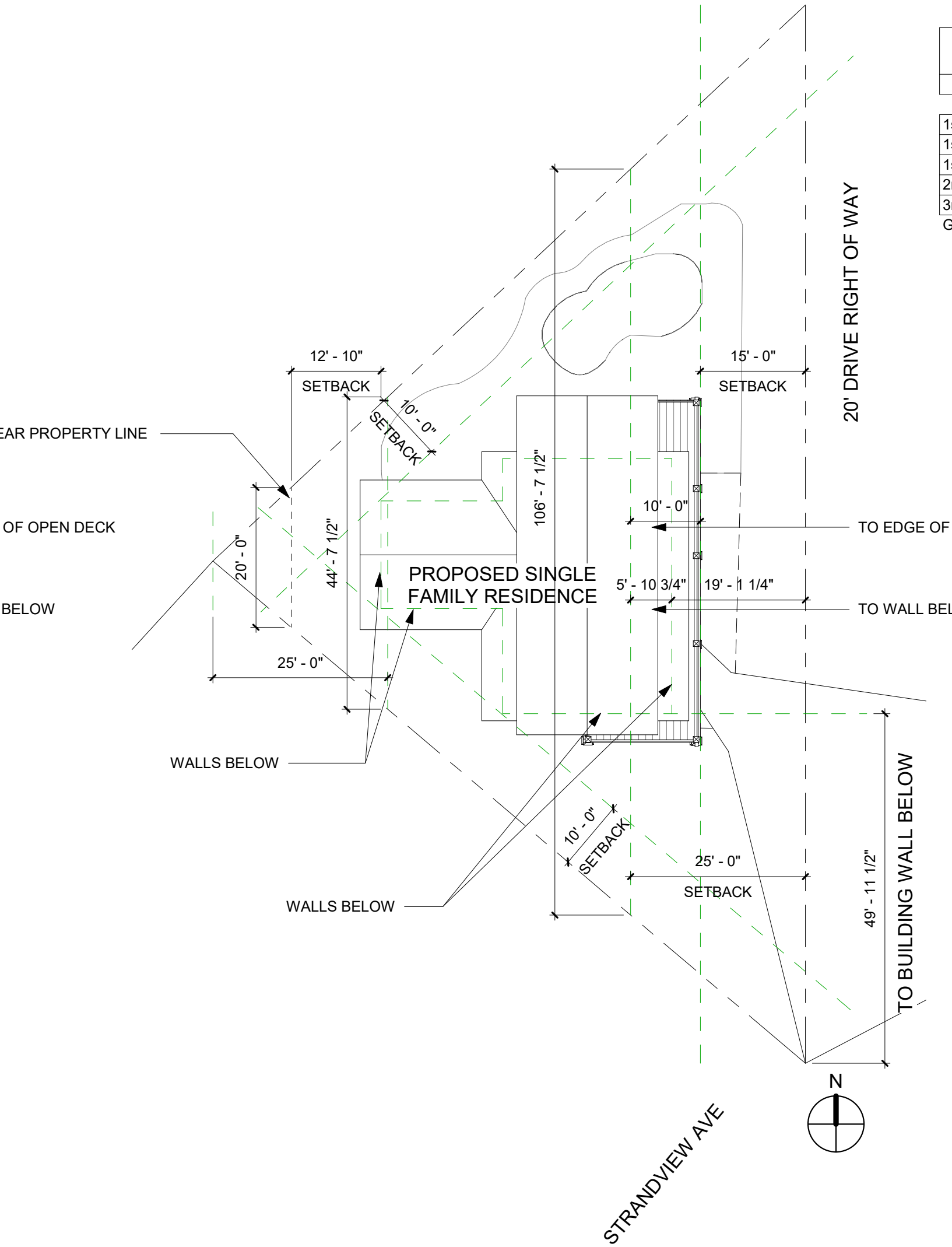
Attachment



6 Site Plan Buildable Area
1/16" = 1'-0"

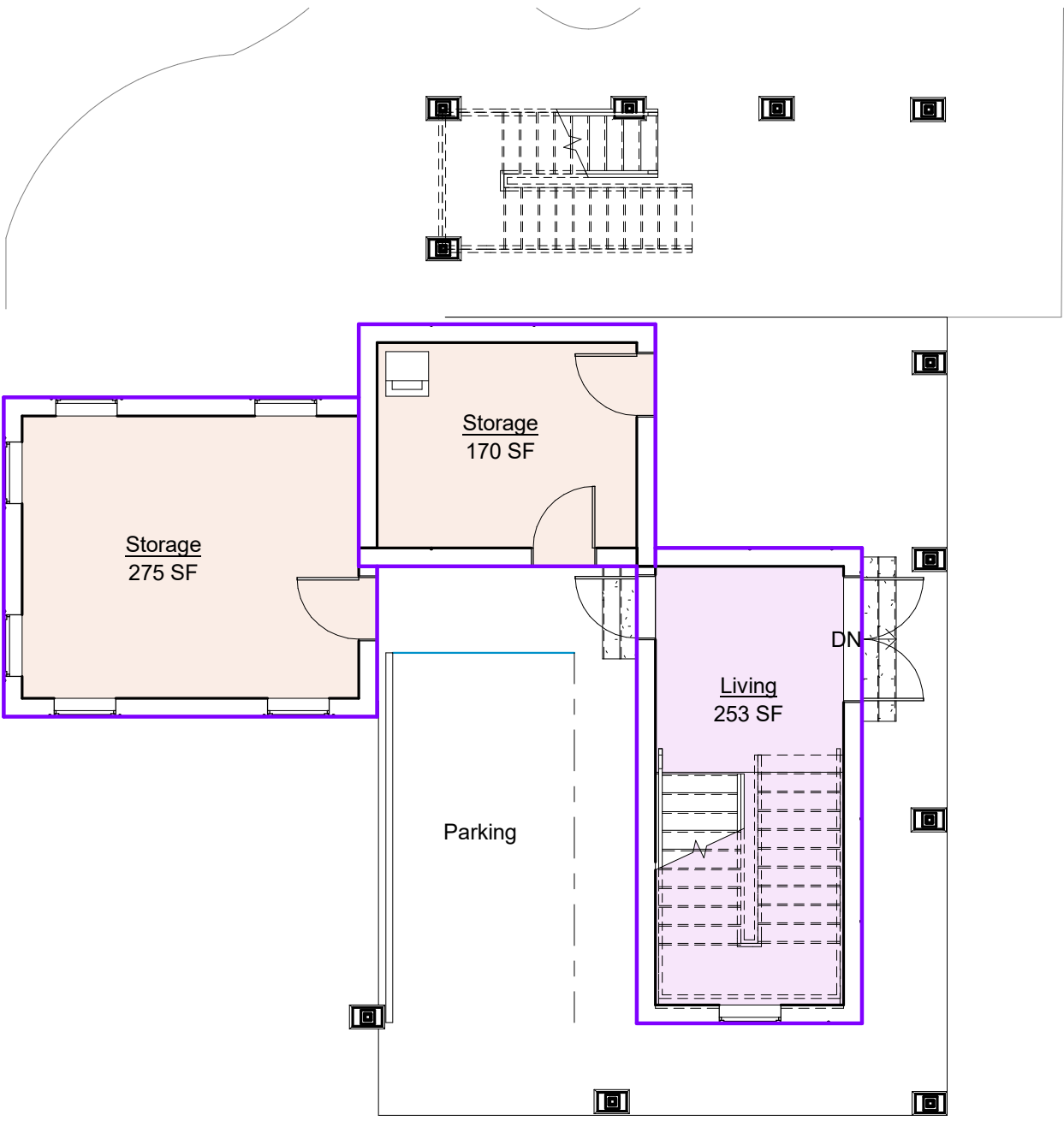


5 Site Plan Buildable Area With Variance
1/16" = 1'-0"



2 Site Plan
1/16" = 1'-0"

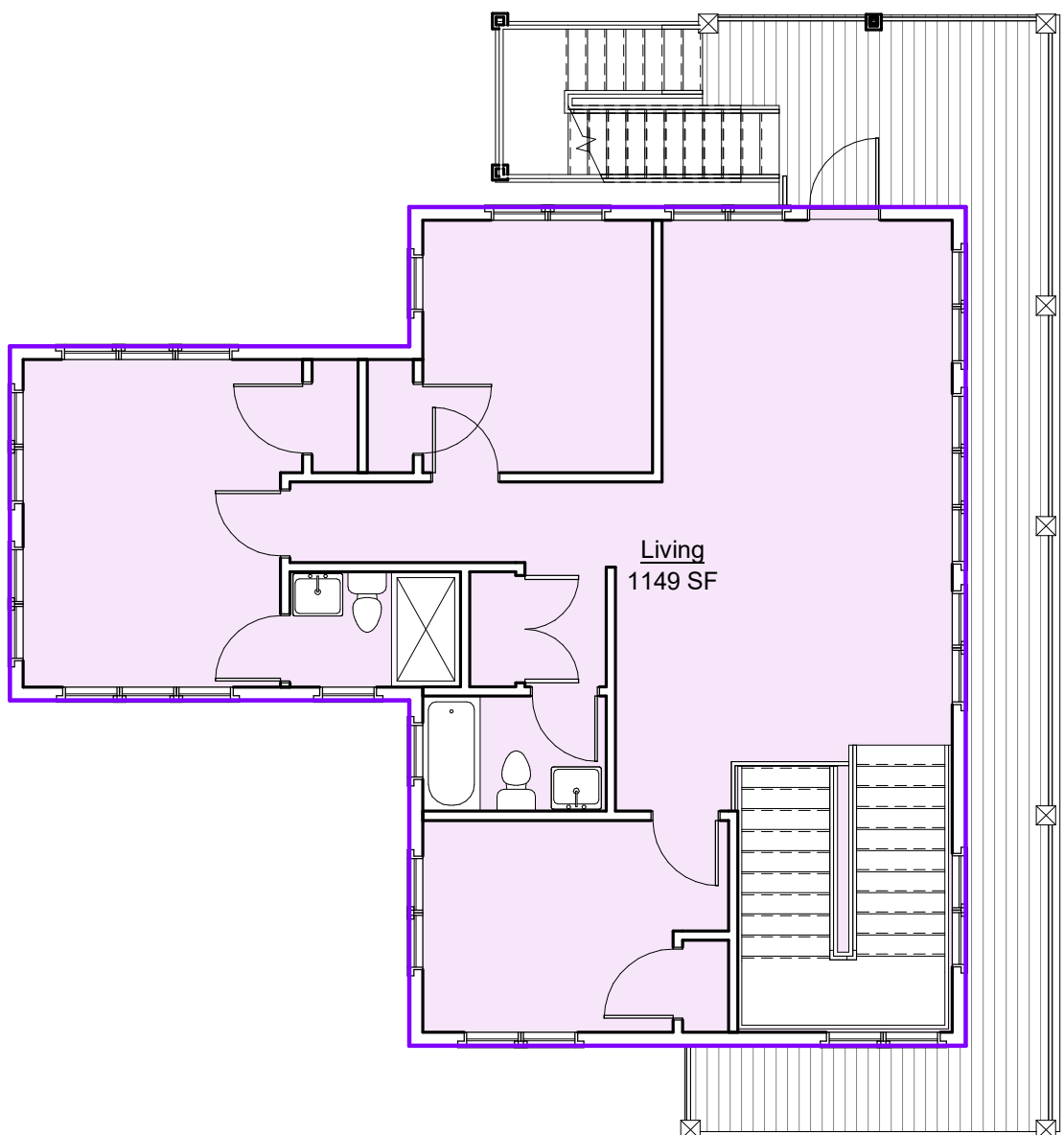
Area Schedule Proposed		
Level	Name	Area
1st Floor	Storage	170 SF
1st Floor	Living	253 SF
1st Floor	Storage	275 SF
2nd Floor	Living	1149 SF
3rd Floor	Living	517 SF
Grand total		2365 SF



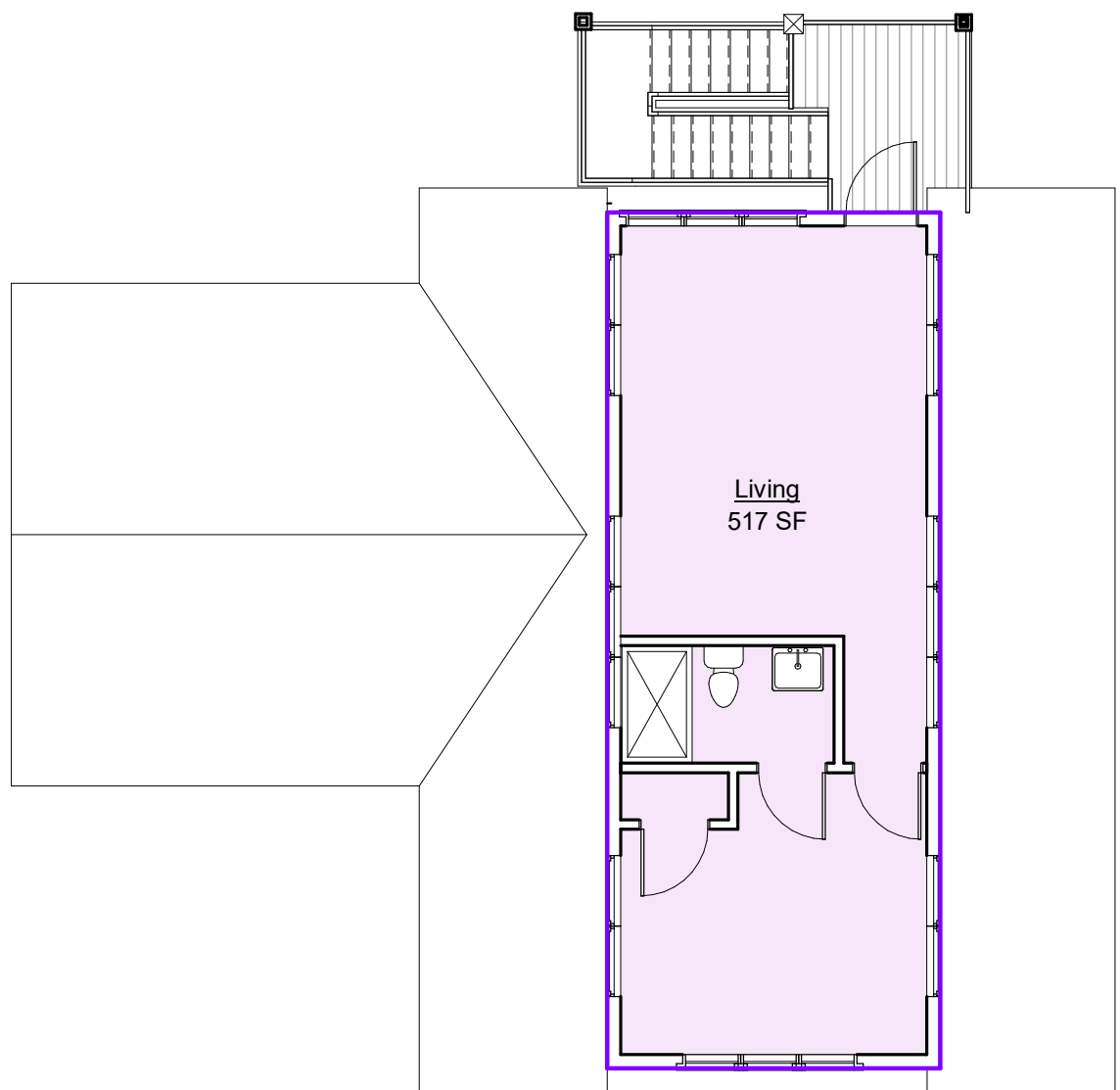
1 1st Floor
1/8" = 1'-0"

Building Area Legend

- Living
- Storage



3 2nd Floor
1/8" = 1'-0"



4 3rd Floor
1/8" = 1'-0"

PROJECT NAME

Mendoza Residence

PROJECT ADDRESS

125 Strandview Ave
Ft. Myers, FL 33931

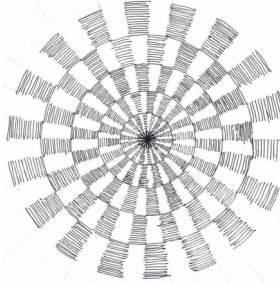
CLIENT

Jorge and Arlina
Mendoza

ARCHITECT

SOL AND ASSOCIATES INC

523 MEDFORD ST
CHARLESTOWN, MA 02129
TELEPHONE: 617-869-6806



CONSULTANTS:

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2023
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UNDER LAW

REGISTRATION

Project number JJM - 2023-001
Date 04/17/2023
Drawn by ars
Checked by sa
Scale As indicated

REVISIONS

No.	Description	Date

Area Floor Plans
and Site Plan

A-001

Mendoza Residence

1. **Requested Motion:**

Meeting Date: September 11, 2023

Item is for discussion only

Why the action is necessary:

Many residents are requesting Owner-Builder permits when they own their home in a trust.

What the action accomplishes:

If Council wishes to change the Town Code as suggested, owners who own their homes in a trust can get an Owner-Builder permit as long as they have the appropriate type of trust and they otherwise follow all Owner-Builder requirements.

2. **Agenda:**

TOWN ATTORNEY'S ITEMS

3. **Requirement/Purpose:**

Discuss possible change in Code
as to Owner-Builder permits.

4. **Submitter of Information:**

Gretchen R.H. Vose, Town
Attorney

5. **Background:**

Some residents who own their home in a trust have requested Owner-Builder permits and have been turned down. The current Town Code prohibits issuance of Owner-Builder permits if the property is owned in a trust.

Attachments:

1. 23-xx, Owner Builder Permit for discussion

Financial Impact:

None

6. **Alternative Action**

Do not approve change to Town Code.

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 8/31/2023
Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023

ORDINANCE 23-__

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 6-325, "OWNER-BUILDER EXEMPTION", OF DIVISION 5, "CONTRACTOR LICENSING", OF ARTICLE II, "BUILDING CODES", OF CHAPTER 6, "MAINTENANCE CODES, BUILDING CODES AND COASTAL REGULATIONS", OF THE CODE OF THE TOWN OF FORT MYERS BEACH, TO CLARIFY WHO IS ELIGIBLE FOR AN OWNER-BUILDER PERMIT, PROVIDING FOR CONFLICTS OF LAW; SCRIVENER'S ERRORS; 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 empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town recognizes that clarification is necessary as to the identity of persons who are permitted to qualify for an owner-builder building permit; and

WHEREAS, the Town finds that it is in the best interests of the health, safety, and welfare of the Town to make revisions to Section 6-325, "Owner-Builder Exemption". Additions to existing text are shown by underlining, and deletions are shown as ~~strikethroughs~~.

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 and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. Section 6-325, "Owner-Builder Exemption", of Division 5, "Contractor Licensing", of Article II, "Building Codes", of Chapter 6, "Maintenance Codes, Building Codes and Coastal Regulations", of the Code of the Town of Fort Myers Beach is hereby revised to read as follows:

Sec. 6-235. - Owner-builder exemption.

- (a) Owners of property may act as their own contractor and provide direct on-site supervision themselves of all work not performed by licensed contractors when building or improving:
 - (1) One-family or two-family residences on the owner's property for the occupancy or use of the owners and not offered for sale or lease; and
 - (2) Commercial buildings on the owner's property at a cost not to exceed \$25,000.00 for the occupancy or use of the owners and not offered for sale or lease.

- (b) If, within one year of completion, an owner-builder sells, leases, or offers for sale or lease any building constructed or improved under an owner-builder exemption, the town can presume the construction or improvement was undertaken for the purposes of sale or lease.
- (c) This section does not exempt any person the owner-builder employs, or has a contract with, to act in the capacity of a contractor. The owner cannot delegate the owner's responsibility to directly supervise all work to any other person unless that person is duly licensed in accordance with this code and the work performed is within the scope of that contractor's license.
- (d) To qualify for exemption under this section, an owner cannot be a corporation, **company or partnership or trust** and must personally appear and sign the building permit application. **Similarly to a person who is allowed to qualify for homestead tax exemptions under Sec. 196.041 (2) Fla. Stat., a person who has a possessory right in the person's residence, which interest is an "equitable title to real estate," as that term is employed in s. 6, Art. VII of the Florida Constitution, may also qualify for an owner-builder permit as to that person's residence.** The owner must also execute a disclosure statement prepared by the building official acknowledging compliance with all applicable regulations.

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

Section 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 7. This Ordinance shall become effective upon adoption by the Town Council.

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

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

ADOPTED this ___ day of _____, 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:**

Gretchen R. H. “Becky” Vose, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ___ day of _____,
2023.