



Fort Myers Beach Town Council

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

Amended Agenda

Monday, September 25, 2023

9:00 AM

ORDER OF BUSINESS

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

V. PUBLIC COMMENT

VI. PRESENTATION

A. Honorable Matt Caldwell - Lee County Property Appraiser

NEW B. Chief Meteorologist Matt Devitt, WINK News

VII. PROCLAMATIONS

A. Florida Climate Week - Aly DySard, VoLo Foundation

This event seeks to unite industry leaders, front-line advocates, businesses, and individuals alike to address the urgency of the climate crisis and its impact on our state. Florida Climate Week will focus on solutions to reduce carbon emissions and create more resilient communities.

VIII. LOCAL ACHIEVEMENTS AND RECOGNITIONS

IX. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

X. APPROVAL OF MINUTES

A. Town Council - September 11, 2023

B. Town Council Budget Hearing - September 11, 2023

XI. CONSENT AGENDA

- A. Resolutions 23-112, 23-113 and 23-114: 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. Resolutions 23-109, 23-110 & 23-111; 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. Town Comprehensive Emergency Management Plan Official Adoption
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ADOPTING THE UPDATED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.
- D. Resolution 23-120; Bayside Park Repairs
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF THE PROPOSALS RECEIVED FOR TURF, IRRIGATION, AND LANDSCAPE FOR BAYSIDE PARK IN THE AMOUNTS NOT TO EXCEED \$92,050.00 AND PROVIDING FOR AN EFFECTIVE DATE.
- E. Resolution 23-119; Bay Oaks Electrical Work
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN SEPTEMBER 7, 2023 REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF THE PROPOSALS RECEIVED FOR ELECTRIC WORK FOR BAY OAKS RECREATIONAL CAMPUS IN AN AMOUNT NOT TO EXCEED \$177,000; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Resolution 23-118; Estero Island Beach Truck Haul
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR FINAL DESIGN, BID PHASE SERVICES, CONSTRUCTION SERVICES AND STAKEHOLDER AND ADMINISTRATIVE SERVICES FOR THE ESTERO ISLAND BEACH TRUCK HAUL PROJECT; AND PROVIDING AN EFFECTIVE DATE.
- G. Resolution 23-121; Boxx Modular
Approve a four year lease agreement with Boxx Modular, waive the Town's procurement policy, and authorize the Town Manager to execute the necessary documentation for the new, temporary Town Hall business complex to be located on the Bay Oaks Campus.
- H. Surplus Items
Declare listed items as surplus and authorize staff to dispose of these items utilizing a municipal government auction service.
- I. Lobbyist Ronald L. Book, P.A. Contract Renewal
Authorize the Town Manager to renew and execute an agreement in the amount of \$45,000 with the Town's State Lobbyist, Ronald L. Book, P.A.
- J. RFQ-20-22-AD; Ongoing Professional Services Renewal #1 of 2
Authorize the Town Manager to execute renewal #1 of 2 to the firms contracted under RFQ-20-22-AD, Ongoing Misc. Professional Services.
- K. RFQ-20-22-AD; On-Going Professional Services
Approve two Supplemental Task Authorizations for FY24 exceeding \$25,000 for Professional Services for Community Development in the areas of Planning/Zoning and Building Services, and authorize the Town Manager to execute the required documentation.
- L. 5-Year Flock Safety Agreement
Authorize the Town Manager to execute a 5-year agreement with Flock Safety to continue license plate reader services for the Town for an additional term with increased cost savings.
- M. Bay Oaks Recreation Center fitness equipment replacement.
Approve and allocate funds for the purchase and replacement of fitness equipment from Gym Source at the Bay Oaks Recreation Center, not to exceed \$64,000

XII. PUBLIC HEARINGS

- A. Provide input regarding open view and open space requirements
Provide input regarding Downtown Zoning District requirements

XIII. ADMINISTRATIVE AGENDA

- A. Town Radios
Public Safety Motorola Radio Purchase
- B. Approve the replacement of outdoor fitness equipment for a not to exceed amount of \$140,000
Approve purchase of National Fitness Court Outdoor Equipment
- C. FY24 Fee Schedule and Budget
Provide Clarification of FY24 Tentative Fee Schedule and Budget Items, including: Special Magistrate Program; Short Term Rental Program; \$1 Million FDOT Grant; Financial Impact of Replacing Contractors with Employees; Update on the Storm Water and Water Projects; Status of SRF Loans; and Explanation of Variance Fees.
- D. Dune Walkover permit for 8150/8170 Estero
Motion to approve issuance of permit for beach/dune walk-over at 8150/ 8170 Estero Boulevard pursuant to Special Exception previously approved by the Town Council (Resolution 23-22) and accept letter of indemnity and intent to hold harmless document supplied by applicants.
Or
Motion to disapprove issuance of permit for beach/dune walk-over at 8150/ 8170 Estero Boulevard pursuant to Special Exception previously approved by the Town Council (Resolution 23-22).

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

- A. Proposed Jamieson Settlement Agreement
- B. Development Agreements with Deviations

XVII. COUNCILMEMBERS ITEMS AND REPORTS**XVIII. 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.

1. **Requested Motion:**

Meeting Date: September 25, 2023

This event seeks to unite industry leaders, front-line advocates, businesses, and individuals alike to address the urgency of the climate crisis and its impact on our state. Florida Climate Week will focus on solutions to reduce carbon emissions and create more resilient communities.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

PROCLAMATIONS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

FCW is a week-long virtual event series dedicated to taking action on climate and addressing its impacts and solutions in Florida. Our mission is to bring together a diverse group of leaders, experts, and advocates to raise awareness, share knowledge, and drive action towards a more sustainable future for Florida. During this week, we will be hosting a variety of free virtual events, including keynote speeches, panel discussions, and interactive workshops, all aimed at addressing the challenges and opportunities of climate change in Florida. Our lineup of speakers and panelists includes scientists, policymakers, business leaders, and community advocates, each bringing their unique perspectives and experiences to the conversation.

Attachments:

1. Florida Climate Week 9.25.23

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 - 8/25/2023
Approved - 8/31/2023
Approved - 8/31/2023
Final Approval - 8/31/2023

Town of Fort Myers Beach

PROCLAMATION

WHEREAS, the Climate Change 2023: Synthesis Report listed a current temperature rise of 1.1°C leading to constant unnatural weather events bringing disarray to the planet and its inhabitants, and it reports an increase in weather-related disasters with every rise in temperature level; and

WHEREAS, Florida and its 825 miles of shoreline and low elevation points of ~100ft above sea level make the state highly susceptible to sea-level rise and other natural disasters related to climate change, and the high level of CO2 pollution also threatens to harm Florida's coral reefs and a variety of sea organisms; and

WHEREAS, VoLo Foundation, along with other non-profit organizations, local, state, and federal partners, elected leaders, news media, volunteer and professional associations, is committed to educating Florida citizens and visitors about the climate crisis so they may take action to bring about positive, influential change to protect their families, businesses, and themselves; and

WHEREAS, the citizens of Florida are encouraged to become more aware of our changing climate and participate in the various programs during Florida Climate Week that will present and discuss solutions by visiting Florida Climate Week.

NOW, therefore, be it proclaimed that the Town Council of the Town of Fort Myers Beach, Florida does hereby proclaim October 2 – 8, 2023 as

FLORIDA CLIMATE WEEK

Given under my hand and the seal of the office of the Mayor this 25th day of September 2023.

Dan Allers, Mayor



Fort Myers Beach Town Council

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

Minutes

Monday, September 11, 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. INVOCATION

Not recorded.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

(Recording started here.)

Add Resolution 23-108 to item G. on the Consent Agenda and pull D., E., H., I. and J. for discussion.

Vice Mayor Atterholt moved to approve the amended agenda; second by Council Member Veatch.

Motion carried unanimously.

V. PUBLIC COMMENT

No public comment.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Veatch recognized the crew who cleaned up after Idalia and was happy to see the construction traffic.

Council Member Woodson mentioned the Farmer's Market and welcomed all the activity. The 5k went off without a hitch and raised a lot of money for the town.

She commented on Silas Schmucker's throwing arm. She acknowledged 9/11.

Vice Mayor Atterholt noted there was a 9/11 ceremony at the Lenell Station and he described the Memorial which included a steel piece from the Twin Towers. He mentioned the Beach Talk Radio race and shared a story regarding the efforts of a Vietnam veteran to finish the race. He commented on the Faith Center services at

the Mound House by Paster Antonucci.

Council Member King commented on 9/11 and thanked everyone who participated in the drunk tank. He thanked Mayor Allers and his wife for helping to distribute supplies up north after Hurricane Idalia and he thanked the very hardworking town staff for cleaning up.

Mayor Allers thanked ICS for all their hard work removing the sludge. He thanked Rude Shrimp for organizing the dunk tank and thanked Frankie, Andy and the staff for cleaning the debris from Idalia so quickly.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

No items.

VIII. APPROVAL OF MINUTES

A. Town Council - August 21, 2023

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

Motion carried unanimously.

B. Town Council Special Meeting - August 29, 2023

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

Motion carried unanimously.

IX. CONSENT AGENDA

Council Member King moved to approve the Consent Agenda with items D., E., H., I., and J. pulled for discussion; second by Council Member Woodson.
Motion carried unanimously.

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.

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

Motion carried unanimously.

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

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

Motion carried unanimously.

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.

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

Motion carried unanimously.

D. Comprehensive Emergency Management Plan

Approval of the Town's CEMP

Council Member Veach shared three ideas for improving responses to a storm. Set up a mechanism for the town to communicate with hotel owners and property managers regarding risks and options for their guests. He will work with staff to set something up. He felt they should discuss officials breaking down doors after an emergency. Town Manager Hyatt and Town Attorney Vose will work on a plan. Council Member Veach questioned what the town could do to discourage squatting and looting after a storm. Mayor Allers replied that he thought the fire department and sheriff's office were working on a plan. Vice Mayor Atterholt questioned whether residents could have returned to the island after the injured people were rescued but before the deceased were removed. Mayor Allers responded that the magnitude of the disaster prevented anyone from getting around the island and the fire chief explained that it was difficult to set a safe timeframe for people to return. He added that communication was key and the plan had to address how to identify those who were supposed to be back on the island. Town Manager Hyatt indicated that the CEMP was good to go as is and they could update it as needed.

Council Member Veach moved to approve the Town's CEMP; second by Mayor Allers.

Motion carried unanimously.

E. 2023-24 TDC Grant Agreements

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

Council Member Veach clarified that the TDC funds requested would be used for temporary restrooms at Palm, repair beach accesses, and replace the shade structures and add temporary restrooms at Newtown Park.

Council Member Veach moved to approve the TDC grant documents; second by Council Member King.

Motion carried unanimously.

F. Edward Byrne JAG Grant

Support the distribution plan for the \$189,118 Edward Byrne Memorial Justice Assistance Grant Program Funds (JAG).

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

Motion carried unanimously.

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.

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

Motion carried unanimously.

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.

Council Member Veach remarked that his comments addressed items H., I. and J. He noted that many events were planned to commemorate the first anniversary of Ian. He suggested that Communications Coordinator Jenny Dexter post the information on the website.

Council Member Veach moved to approve the special event; second by Council Member Woodson.

Motion carried unanimously.

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

Council Member Veach moved to approve the special event; second by Council Member Woodson.

Motion carried unanimously.

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.

Council Member Veach moved to approve the special event; second by Council Member Woodson.

Motion carried unanimously.

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

Town Clerk Baker stated that the hearing was properly advertised and swore in those providing testimony. Mayor Allers read the title of the resolution. Ex parte communications: Mayor Allers drove by and Council Member Veach spoke to residents after the storm. No disclosures from other members.

Community Development Senior Planner Jason Smalley reviewed the request as stated on the blue sheet. He described the cottage code on the beach side that allowed a property owner to rebuild a house the same size as their previous house before Ian. The LPA (Local Planning Agency) recommended approval.

Brian Turnis represented the applicants. He stated the setback for the prior structure was originally 10 feet and over the years increased to 25. He explained that the property only had a front and two sides. He submitted letters of support from his neighbors. He remarked that there was an existing pool on the property they would have to work around.

No public comment.

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

Motion carried unanimously by roll call vote.

XI. ADMINISTRATIVE AGENDA

No items.

XII. FINAL PUBLIC COMMENT

Cliff Gallagher, resident, commented that he was no longer allowed to park his motor home on his property without jumping through a lot of hoops, although he had been parking it there since the late 1980s. He stated he had plenty of room on his property to park it and the town had to recognize his New Jersey registration. He questioned whether the town was still planning to apply for a grant for workforce housing. He did not support the idea.

XIII. TOWN MANAGER'S ITEMS

Town Manager Hyatt recognized the town staff for their hard work at Bayside Park. The Times Square clock will be installed on September 14, 2023, but it will be covered until the 28th. The large ballfield will be worked on in a few days and he will present information about some changes. Vice Mayor Atterholt confirmed that Town Manager Hyatt invited the Lee County Appraiser to the 9:00 a.m.

meeting on September 25, 2023, regarding trim notices. Consensus was reached to proceed out of order so residents could ask questions directly.

XIV. TOWN ATTORNEY'S ITEMS

Town Attorney Vose stated that the Community Foundation requested the rectangular logo in addition to the round logo for their flag.

Council Member Veach moved to approve the use of the Town of Fort Myers Beach logo license with the Fort Myers Beach Community Foundation; second by Vice Mayor Atterholt.

Motion carried unanimously.

Town Attorney Vose will review the RV ordinance in response to Mr. Gallagher's complaint.

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

Town Attorney Vose questioned whether it was appropriate to discuss the case since both of the property owners' attorneys were not present. However, she did not see a legal problem with the issuance of a permit. She noted that an indemnification agreement would not be considered a settlement because the litigation was brought by the Audubon Society. She indicated that the judge in the case had not issued a rule to show cause yet. Council Member Veach felt that it was important that all the attorneys weigh in before they move forward with any action.

Council Member King moved to issue the permit; second by Council Member Woodson.

Mayor Allers preferred to add the issue to the September 25, 2023 agenda. Motion denied; 3-2 with Mayor Allers, Vice Mayor Atterholt and Council Member Veach dissenting.

Mayor Allers moved to add this as an item to the September 25, 2023 agenda; second by Council Member Veach.

Motion carried 4-1 with Council Member King dissenting.

B. Ordinance Discussion - Owner Builder Permits

Item is for discussion only

Town Attorney Vose discussed owner/builder permits and trusts. The only type of trust that qualified for owner/builder permits was a revocable living trust. She added that this particular trust was the only one allowed to have a homestead tax exemption because it was the alter ego of one person or a married couple. Vice Mayor Atterholt supported having the language put forth in an ordinance. Town Attorney Vose commented that the ordinance would not help those who had other types of trusts. Consensus was reached to add the language to an ordinance.

C. Discussion regarding potential settlement of Persaud Code Enforcement matters

Attorney Sarah Spector represented Persaud Properties. She noted Mr. Persaud agreed to remain in compliance for one year and at the end of the year, he would put 50% of the liens into escrow and it would be returned after one year if Mr. Persaud remained compliant with the agreement. Mr.

Persaud withdrew all litigation but there were three pending rehearing's with the Special Magistrate. Attorney Spector commented that Mr. Persaud was in compliance with everything. Mr. Persaud will remove the chairs and the tree stump.

Town Attorney Vose stated that the total lien figure was \$2,675,225.00. She will meet with Attorney Spector to discuss details. Council Member Woodson questioned the status of the liens on Mr. Persaud's other properties. Town Attorney Vose replied that those properties were still subject to foreclosure.

XV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member King questioned why the view corridor situation was not on the agenda. Senior Planner Smalley commented that the staff needed more direction. He will check with Planners Green and Propst regarding potential language.

Finance Director Joe Onzick described what to expect during the budget hearings at 5:01 p.m. Vice Mayor Atterholt suggested inviting meteorologist Matt Devitt to the September 28, 2023 meeting to discuss Hurricane Ian.

Council Member Woodson questioned the status of the pool at Bay Oaks. Culture, Parks & Rec Director Jeff Hauge reported that he was still receiving quotes to repair the pool. He has not located any pool on the island that could temporarily host classes.

Council Member Veach discussed mixed-use templates to streamline permitting and suggested they invite the gentleman from the University of Florida to the September 25, 2023 meeting. Mayor Allers felt they should have more discussions with the county. Vice Mayor Atterholt suggested that the topic be added to an M&P. Council Member Veach did not want to kick the can down the road. Consensus was reached to add the discussion to an M&P on October 5, 2023, if the gentleman was available.

Mayor Allers attended the VOCC meeting and nothing will change but they were willing to work with the town in the future. Discussion was held between Council Member Veach and Mayor Allers regarding the action plan and the LMI grant.

Town Attorney Vose will bring back a proposed development agreement with deviations.

XVI. ADJOURNMENT

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

The meeting was adjourned at 12:52 p.m.



Fort Myers Beach Town Council

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

Minutes

Monday, September 11,
2023

5:01 PM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. PUBLIC COMMENT

No public comment.

III. PUBLIC HEARINGS - BUDGET ITEMS

A. Resolution 23-104; FY24 Proposed Ad Valorem Millage Rate

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE PROPOSED AD VALOREM MILLAGE RATE FOR THE TOWN OF FORT MYERS BEACH, FLORIDA FOR FISCAL YEAR 2023-2024 COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR THE GENERAL FUND; SETTING THE SECOND AND FINAL PUBLIC HEARING FOR MONDAY, SEPTEMBER 25, 2023 AT 5:01 P.M. TO ADOPT THE FINAL OPERATING AD VALOREM MILLAGE RATE FOR FISCAL YEAR 2023-2024; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution.

Council Member Veach moved to table the item and move to item B.; second by Council Member King.

Motion carried unanimously.

Council Member Veach moved to reopen the tentative resolution; second by Mayor Allers.

Motion carried unanimously.

Council Member Veach moved to approve Resolution 23-104 for the ad valorem rate of .99; second by Council Member Woodson.
Motion carried unanimously.

B. Resolution 23-105; FY24 Tentative Budget

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2023-2024 COMMENCING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024; SETTING THE SECOND AND FINAL BUDGET ADOPTION PUBLIC HEARING FOR MONDAY, SEPTEMBER 25, 2023 AT 5:01 P.M. AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Allers read the title of the resolution.

Council Member Veach moved to table the item and move to item C.; second by Council Member King.

Motion carried unanimously.

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

Motion carried unanimously.

Town Manager Hyatt described potential revenue sources available to the town and maximizing resources.

Public Works Director Jason Freeman will get an update from the FDOT (Florida Department of Transportation) regarding funds for the pavers in Times Square.

Director Onzick continued his presentation with an Overview; Budget Challenges; Major Revenue Losses; Uncertainty of Funding to Support Disaster Recovery; Attracting and Retaining Personnel; Additional Personnel to Support Recovery; Resulting Total Budget; Maintaining Millage Rate; Roll Back Rate; Proposed Millage Rate Compared to the Roll Back Rate; Revenue Generated by Proposed Millage Rate; Average Taxable Assessed Value - 5 Year Graph; Taxes on Average Taxable Assessed Value - 5 Year Graph; Tax Percentage of Taxing Authority; Net Change Between FY24 Tentative Budget and FY23 Adopted Budget; General Fund Expenses by Department; Where the General Fund Money Goes; Funding Strategy for General Fund; Where the General Fund Money Comes From; Expense Budgets of All Funds; Where the Money Goes - All Funds and Where the Money Comes From - All Funds.

The presentation continued with Debt Service; \$10 MM Capital Improvement Note; DEO Bridge Loan; Florida State Revolving Fund; Exhibit B: Proposed Corrections to Tentative Budget and Consider Amending Resolution to Incorporate Proposed Corrections.

Vice Mayor Atterholt moved to amend Resolution #23-105 FY24, 2: The Town Council does hereby adopt the tentative annual budget for fiscal year 2023-2024, attached hereto and incorporated herein as Exhibit A and as amended by Exhibit B; second by Council Member Veach.

Motion carried unanimously.

C. Resolution 23-103; FY23-24 Tentative Fee Schedule

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE TENTATIVE FEE SCHEDULE FOR FISCAL YEAR 2023-2024 COMMENCING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Allers read the title of the resolution. Finance Director Joe Onzick utilized PowerPoint for his presentation. Slides included Community Development; Financial Impact of Fee Changes Proposed by Town Council at the April 17, 2023 Meeting; Proposed Fee Changes That Have No Financial Impact and Comparison of Short-Term Rental Fee Income to Expenses Including Financial Impact of Enforcement (2 slides).

Council Member Woodson moved to move the resolution to a second hearing on September 25, 2023, at 5:01 p.m.; second by Mayor Allers.

Motion carried unanimously.

IV. FINAL PUBLIC COMMENT

No comment.

V. ADJOURNMENT

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

The meeting was adjourned at 6:40 p.m.

1. **Requested Motion:**

Meeting Date: September 25, 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. 23-112, Extending Declaration of Local Emergency Ian 9.25.23-10.01.23
2. 23-113, Extending Declaration of Local Emergency Ian 10.02.23-10.08.23
3. 23-114, Extending Declaration of Local Emergency Ian 10.09.23-10.15.23

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 - 9/13/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

RESOLUTION 23-112

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 25th 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 25th 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 ____ day of September 2023.

RESOLUTION 23-113

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 2nd day of October 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 25th 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 ____ day of September 2023.

RESOLUTION 23-114

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 9th day of October 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 25th 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 ____ day of September 2023.

1. **Requested Motion:**

Meeting Date: September 25, 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. 23-109, Extention of Local Emergency - Idalia 9.12.23-9.18.23
2. 23-110, Extention of Local Emergency - Idalia 9.19.23-9.25.23
3. 23-111, Extention of Local Emergency - Idalia 9.26.23-10.02.23

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 - 9/13/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

RESOLUTION NUMBER 23-109

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.

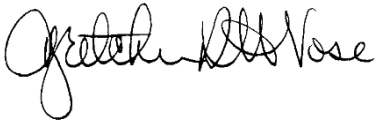
FORT MYERS BEACH TOWN COUNCIL

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 first name "Matthew" being more prominent than the last name "Vose".

Vose Law Firm, LLP, Town Attorney

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

RESOLUTION NUMBER 23-110

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.

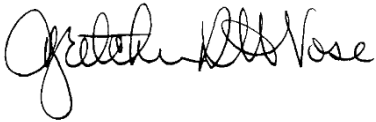
FORT MYERS BEACH TOWN COUNCIL

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:**



Vose Law Firm, LLP, Town Attorney

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

RESOLUTION NUMBER 23-111

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.

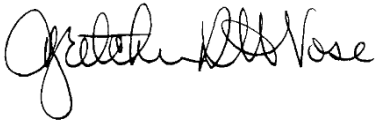
FORT MYERS BEACH TOWN COUNCIL

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:**



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 25, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ADOPTING THE UPDATED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Follows the current plan protocols on periodically updating the Town CEMP and formally adopts the Town CEMP via Resolution.

What the action accomplishes:

Officially adopts the 2023 Town CEMP.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

At the September 11, 2023 Town Council Meeting, the Town Council approved the proposed revisions to the Town CEMP (Comprehensive Emergency Management Plan). **Approving this Resolution formally adopts and implements the 2023 Town CEMP approved last Town Council Meeting and will be distributed to all stakeholders.**

The Town 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.

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.

The plan was distributed to stakeholders including the Town Manager, Town Department Directors, Lee County Emergency Management Division Chief, Lee County Sheriff's Office, and the Fire Chief of the 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. 23-121 Adopting the Town CEMP
2. Town of FMB CEMP 2023 Final

Financial Impact:

6. Alternative Action

Do not approve the Resolution and do not formally adopt the 2023 Town CEMP.

7. Management Recommendations:

Adopt the Resolution and adopt the 2023 CEMP.

8. Recommended Approval:

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

Created/Initiated - 9/11/2023
 Approved - 9/18/2023
 Approved - 9/18/2023
 Final Approval - 9/18/2023

RESOLUTION NUMBER 23-121

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA ADOPTING AN UPDATED COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; 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 ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town of Fort Myers Beach has been working diligently on updating the Town of Fort Myers Beach Comprehensive Emergency Management Plan ("CEMP") from the previous version adopted by Resolution 19-17 and received Town Council approval of the revisions on September 11, 2023; and

WHEREAS, Town Ordinance 06-12, Section 3 requires the Town Council's review and approval of the updated CEMP.

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

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. The Town Council hereby approves and adopts the updated CEMP attached hereto as Exhibit "A", and directs that all Town staff are provided a copy of the updated CEMP and are trained annually to carry out their responsibilities set forth in the updated CEMP..

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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, Councilmember
Bill Veach, Councilmember
Karen Woodson, Councilmember

ADOPTED this 25th day of September 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:**

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day September 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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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.

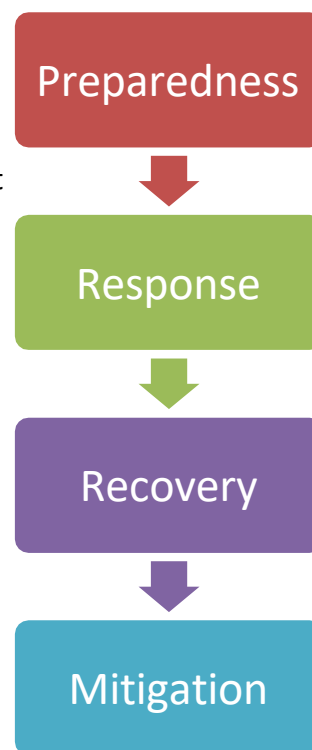
Mitigation measures are addressed through Lee County's Local Mitigation Strategy meetings and through rebuilding initiatives associated with damaged facilities. The Town maintains an active role in the County's ongoing mitigation strategy effort and with the Local Mitigation Strategy (LMS).

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.	Fort Myers Beach Fire Control District (FMBFCD) Administration 100 Voorhis Street
Bay Oaks Recreation Center & Pool 2731 Oak Street	FMBFCD Fire Station #31 3043 Estero Blvd.
Mound House 451 Connecticut Street	Fort Myers Beach Fire Department Station #33 121 Lenell Rd.
Mound House Overflow Lot 216 Connecticut Street	North Water Tower 851 Lagoon Street
Newton House & Park 4650 Estero Blvd.	South Water Tower 131 Lenell Road
Fort Myers Beach Elementary School 2751 Oak Street	Booster Pump at Moss Marina (Waterlines) 450 Harbor Court
Fort Myers Beach Library 2755 Estero Blvd.	Pump Stations Electric Substations
US Post Office	Internet/Telecom facilities

200 Carolina Ave.

Mooring Field

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.

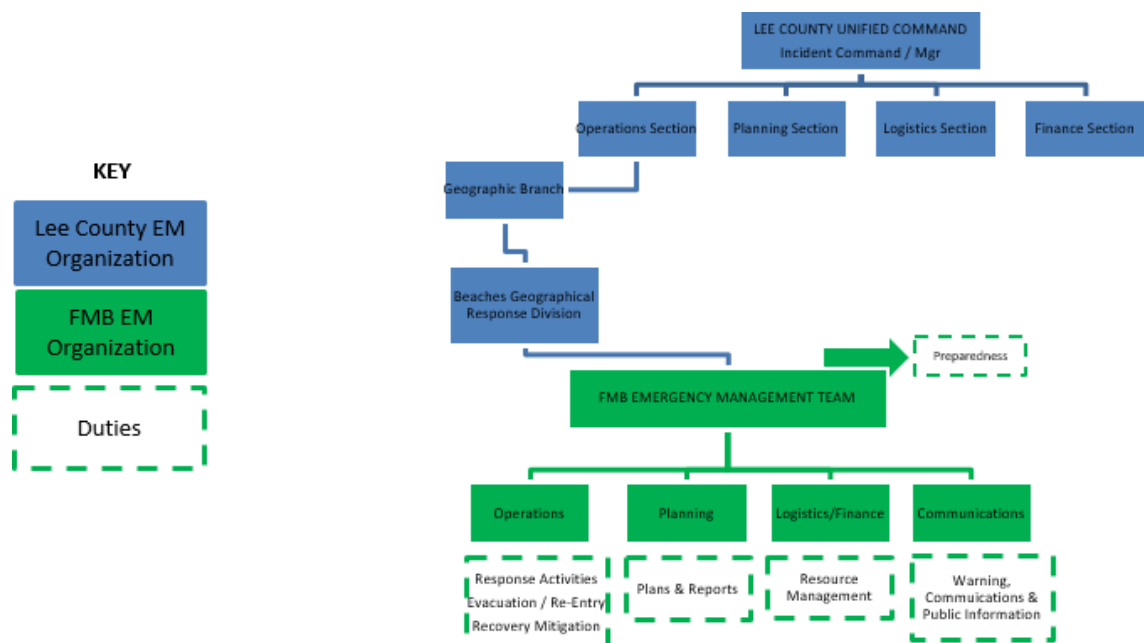
Public information about emergencies is currently disseminated to residents via a variety of means including posting articles on the homepage of the Town website, sending texts and emails to website subscribers, social media, local media, brochures (i.e. the All Hazards Guide) developed by Lee County 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

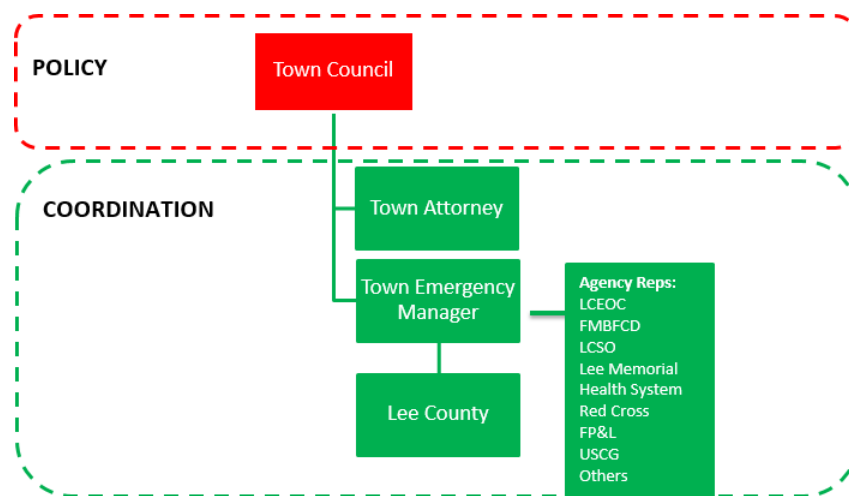
The magnitude of emergency management actions coordinated between the Town of Fort Myers Beach and Lee County will vary upon the size and nature of an emergency. As outlined in the Lee County Comprehensive Emergency Management Plan (CEMP), during a major disaster within Lee County, to include incidents 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.**

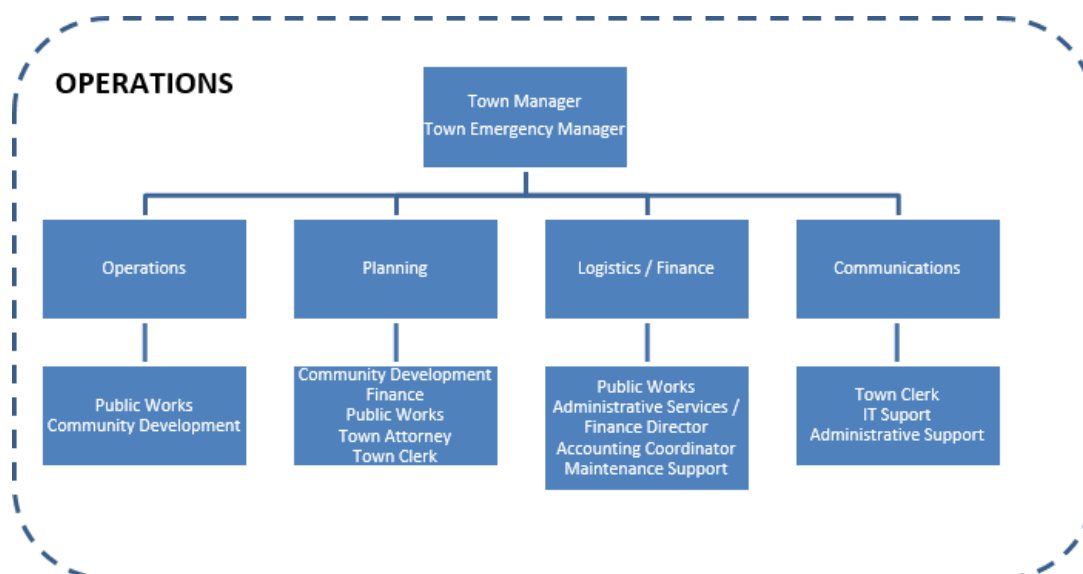
The Town Emergency Manager will designate pre-determined liaisons to the Lee County EOC. During a major disaster, the Town's Emergency Management Team will represent island interests in the Lee County Unified Command, recommend policy and provide feedback to the Town Council and up the chain of command 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:

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	Finance <i>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.

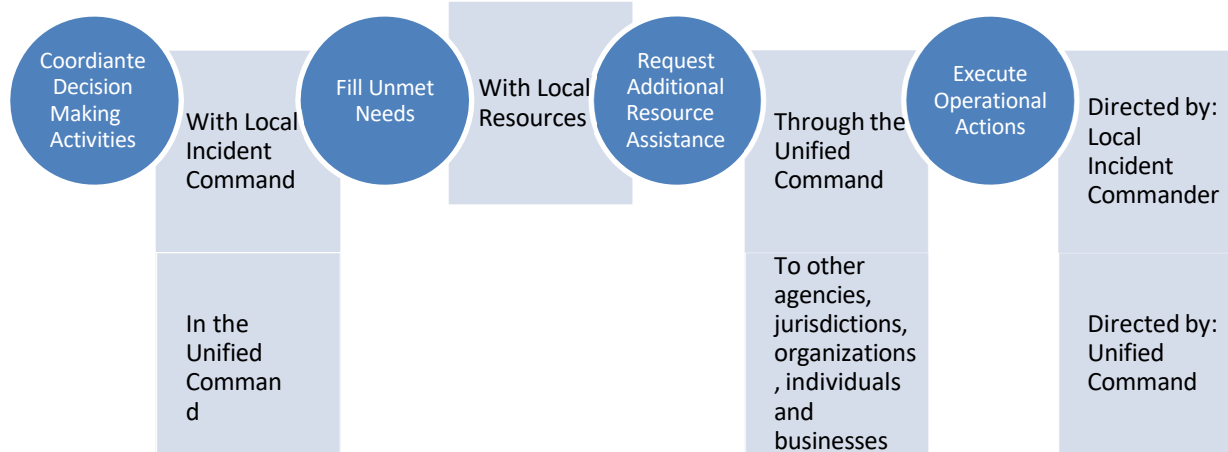
In a sudden emergency event, such as a tornado, terrorist attack, or major aircraft incident, the Incident Commander may direct the EOC be activated immediately and coordinate the notification of senior officials as the situation dictates.

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



RESPONSE Operations

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

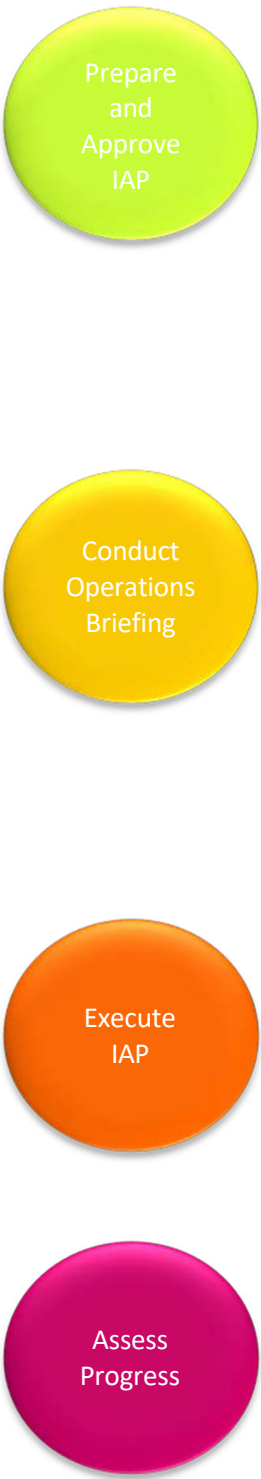
In this phase of the cycle operation plans are reviewed, adjusted and approved.

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. The Town will work with property owners on identifying and executing agreements in strategic areas around the Town and area.

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. The Town may contact Lee County to coordinate staging of Town property at an approved location such as JetBlue Park or Hammond Stadium. 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. The Town may also stage equipment at vehicles at other local locations prior to an event at pre-approved locations.

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.

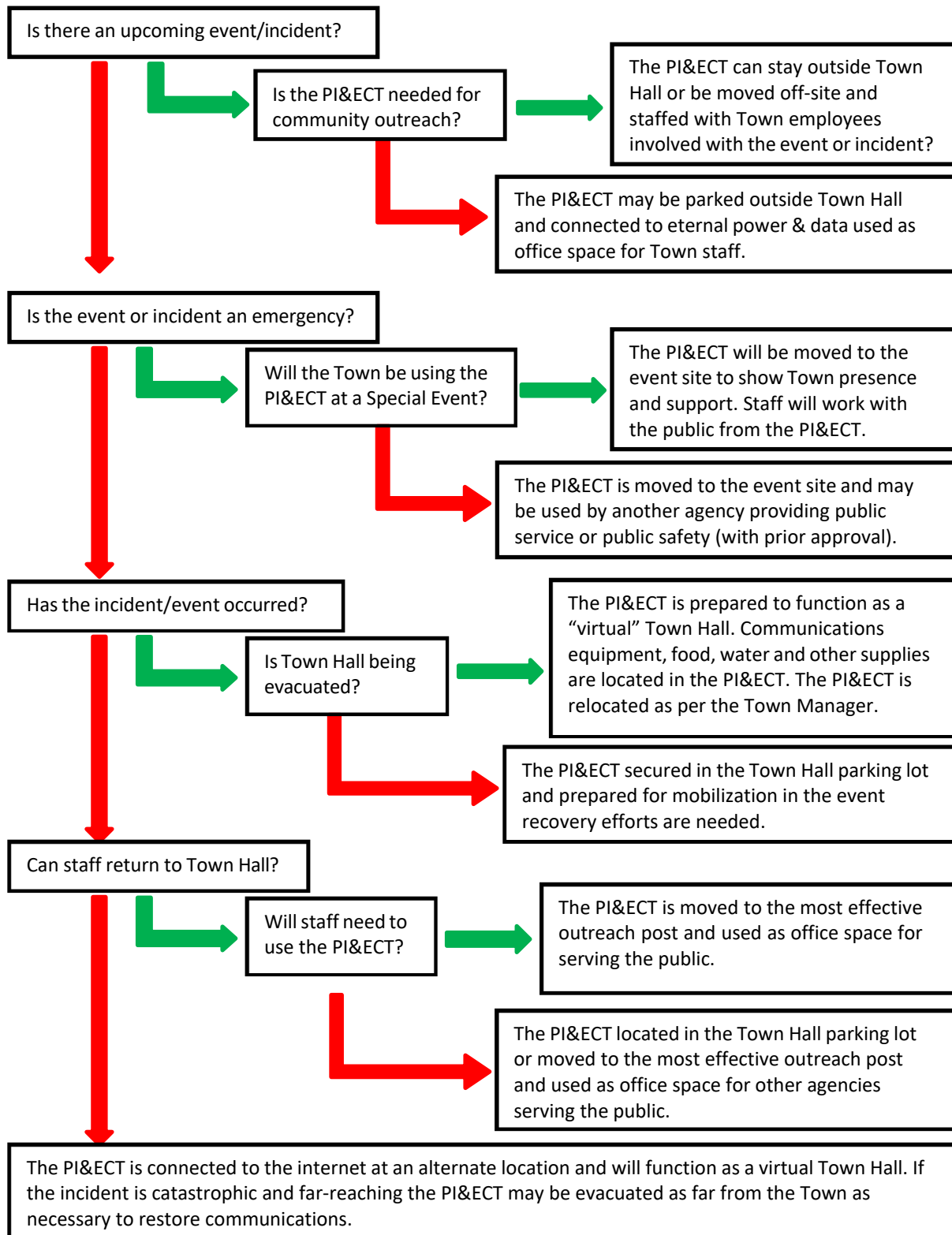
b. Coordination with Local, State of Florida and Federal Agencies

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.



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 equipmentPublic 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

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.DEP.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

<i>GPS coordinates will help emergency crews find your system following a major catastrophe.</i> 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: Long:		Lat: 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

FORT MYERS BEACH FIRE DEPARTMENT



HURRICANE PLAN

POLICY 607 with Appendices & Forms

Version 4/8/2019

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Division	All	Revision Date	8/2/2018
Approved	Fire Chief Matthew Love Digitally signed by Fire Chief Matthew Love Date: 2018.08.22 08:53:53 -0400	Effective Date	1/10/2013

PURPOSE

The purpose of this plan is to provide a coordinated approach for the Fort Myers Beach Fire Department (FMBFD) to operate before, during, and after hurricane or suspected hurricane conditions.

SCOPE

All Personnel

OUTCOME OBJECTIVE

The outcome objective of this document is to assign clear responsibilities, and establish procedures for the coordinated effort necessary to ensure preparedness, response, and recovery from hurricane events.

PROCEDURE

607.1 General

- I. The FMBFD operates under the Lee County Comprehensive Emergency Management Plan (CEMP) in the event of a hurricane. The CEMP outlines all steps the Department should take to handle the emergency. The CEMP was approved by Lee County Emergency Management and is updated annually.
- II. The FMBFD Hurricane Plan is supplemental to the CEMP. Additional direction and guidance is included within the CEMP.
- III. In the event that a hurricane should threaten the citizens of the Fort Myers Beach area, the FMBFD will continue to provide fire and rescue services when possible. All attempts to deliver fire and rescue service to the public during hurricane conditions, should be tempered by safety considerations. The task of providing for all contingencies associated with such emergencies is impossible, should any situation not covered by this plan arise, the officer in charge shall take appropriate action and/or refer the matter to a higher authority.
- IV. The FMBFD's entire geographic coverage area is subject to the destructive force of hurricane winds. Because of low elevations, many areas are subject to flooding or pooling of water caused by intense hurricane associated rainfall and storm surge. Hurricane winds result in significant damage, however drowning is the greatest cause of hurricane deaths.

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- V. June through November is identified as "Hurricane Season" in Florida, with August, September, and October as the peak months. Hurricanes bring violent winds, and torrential rain that may result in widespread devastation.
- VI. This document shall be reviewed annually for revisions or additions. If needed, a team will be formed by the Fire Chief to conduct appropriate research and development.

607.2 Hurricane Season Preparedness

- I. In May of each year, the organization will distribute a list of target hazards that have the potential for multi-casualty incidents and the current list of possible Lee County Disaster Shelters. Each Company Officer shall ensure that the target hazard list and shelter information is reviewed by personnel, and revised if necessary.
- II. By April 1st of each year, each FMBFD Branch will ensure that the Hurricane Season items found in FMBFD Forms 607H, 607I, 607J, and 607K are completed. All corrective measures are to be documented, and the necessary corrections started prior to June 1.
- III. In May of each year, all employees will:
 - A. Review the most recent Hurricane Plan
 - B. Update all Personnel Accountability Forms (FMBFD Form 200)

607.3 Department Shelter

- I. When a Hurricane Warning is issued, the FMBFD shall begin to move essential equipment and supplies to the FMBFD Emergency Operations Center (EOC) on the third floor of Fire Station 32, located at 17891 San Carlos Boulevard. All on-duty employees will be provided shelter at a location designated by the District.
- II. FMBFD employees' immediate family and off-duty personnel will be provided with shelter options by the District.
- III. In the event storm damage requires a longer shelter need for both employees' families and operations personnel, shelters may be extended beyond seventy-two (72) hours.

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607.4 Evacuation of Citizens

I. Evacuation of Residents and Visitors

- A. When necessary, evacuation orders will be issued by the Governor or the Board of County Commissioners. Large-scale evacuations are a regional or countywide challenge. The District will work with Lee County Emergency Management to assist in an orderly evacuation.
- B. Depending on the severity of the hurricane, numerous Fort Myers Beach area citizens may have to evacuate their homes. Homes in the District built in compliance with modern building codes are designed to withstand the forces of hurricane winds up to 110 miles per hour (140 MPH, "V" zone). However, a small percentage of homes are considered to be of substandard construction, and residents should evacuate prior to a hurricane. If a mandatory evacuation order is made, all coastal and mobile home residents are to evacuate prior to any hurricane.
- C. The most potentially destructive force of any major hurricane is storm surge. As a hurricane approaches landfall on the coast, the mean water level may dramatically increase. Residents in many areas outside the surge vulnerable evacuation area must expect, and be prepared to cope with severe property flooding during and immediately following a hurricane.

II. Medical Evacuations

- A. The Lee County Division of Emergency Management will coordinate, and direct the non-emergency transportation of all medically incapacitated, infirmed, and handicapped people. Any request for this type of service shall be directed to the Lee County Emergency Management Special Needs Program. Applications can be found on the "Special Needs Sheltering" link at www.leeec.com. This application must be completed, and approved prior to the arrival of a hurricane. Lee County Emergency Medical Services (EMS), FMBFD, private ambulances, or personally owned vehicles (POV) will be used for the transportation of medically ill patients to a designated Shelter, or approved comparative.

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607.5 Hurricane Operational Stages

- I. Hurricane Watch Operations – Tropical Storm Force Winds Anticipated in 48 Hours
 - A. The FMBFD will initiate the Incident Command System (ICS) when the National Weather Service issues a Hurricane Watch for the Fort Myers Beach area or any part of Lee County. Coordinating with the Executive Assistant Fire Chief of Operations and Fire Chief, the Battalion Chief on-duty will become the Incident Commander and establish “Fort Myers Beach Hurricane (name of storm) Command”.
- II. The Following Will Occur When a Hurricane Watch is Issued:
 - A. The Hurricane Watch sections of each Incident Management Team and Branch Check Sheet (FMBFD Form 607 A-G for IMT & 607 H-K for Branch) will be completed by each station and headquarters.
 - B. All stations and headquarters will prepare to secure facilities prior to evacuation.
 - C. Unit Logs – ICS 214 (FMBFD Form 607M) will be distributed to all stations.
 1. Unit Logs (ICS 214) will contain information relating to the names and work hours of personnel, any major events that occurred during the operational period, and other pertinent information such as supplies and equipment ordered and used. Written documentation is essential for Federal reimbursement and must be used continuously throughout the management of the hurricane. The log will document the amount of information the officer had when making decisions and may provide protection if liability issues are raised during the recovery phase. This information is essential in the preparation of a post-analysis report prepared by the Planning Section.
 - D. Level of “Call Back” Personnel Will be Determined.
 1. The call back of personnel will be based upon the expected storm conditions for Lee County. This process shall allow sufficient time for personnel to provide for the security of their families, work during the storm activity, and during the recovery phase until relief personnel are available. The District may utilize a modified shift schedule during the preparation, response, and recovery phases of a hurricane event.

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2. All personnel shall be responsible to monitor weather advisories following the issuance of a Hurricane Watch to ensure adequate time for family/personal preparations and necessary travel to assigned work site(s).
3. Call back criteria may be altered at any time by the Fire Chief or designee to ensure the appropriate level of response capabilities during a hurricane.
4. By order of the Fire Chief, all leave, absences, and swaps (trades) shall be automatically canceled at the issuance of a Hurricane Warning unless the employee is physically out of the State/area and return to the Lee County area is not feasible. The Fire Chief may waive this requirement in cases of extenuating circumstances. The Fire Chief shall be notified of any requested waivers, and documentation may be required prior to granting approval. Leaves, absences, and swaps (trades) may be cancelled prior to the issuance of a Hurricane Warning if conditions warrant, and employees will be notified of this decision as expeditiously as possible.
5. The process of calling personnel back to work will be accomplished by calling personnel directly. A current shift roster will be used to document all of the calls made to personnel noting the time of the call, and information provided to the employee. It is each employee's responsibility to ensure that all contact information in the District staffing program, District phone roster, and on Personnel Accountability Forms is correct, and up to date prior to the issuance of a Hurricane Watch. Any comments by the employee will be noted on the log. The next shift due to report after a Hurricane Warning is announced, shall contact the Department to determine their assignment. It is the responsibility of the employee to contact the Department to determine their assignment.

III. Hurricane Warning Operations – Tropical Storm Force Winds Anticipated in 36 Hours

- A. At such time, the National Weather Service issues a Hurricane Warning for the Fort Myers Beach area or any part of Lee County, the EOC will be opened at FMBFD discretion. The Fire Chief and/or designated alternate will join with other local officials at the EOC. Staff designated by the Fire Chief will operate at the Geographic Division Headquarters if directed. The Fire Chief will make contact with Fire Commissioners to determine their evacuation location, and communication options available.

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- B. The Following Will Occur When a Hurricane Warning is Issued:
1. Rapid Impact Assessment Worksheets and Updated Target Hazard Lists (607 Appendix B) will be distributed to all stations.
 2. All District facilities will be secured by installing and/or closing all storm shutters provided based on a designated phased-approach.
 3. Fire Prevention personnel will conduct inspections of all active construction sites.
 4. Securing, and evacuation of all stations will be determined by the Operations Section.
- C. All District facilities have been identified for possible evacuation during a hurricane based on their designated evacuation zone and/or the expected severity of the storm, and will be provided with sufficient notice to evacuate, as escape routes may be inaccessible due to flooding prior to the arrival of a hurricane.
- D. Prior to the scheduled evacuation from a District facility, the Logistics Section will ensure that the following safety precautions have been met:
1. Door and window openings have been secured.
 2. When directed, all personal vehicles, fire apparatus, and personnel will be moved to safe locations. Multiple locations will be designated by the Planning Section for resource distribution to avoid a single location holding all assets.
 3. Shut off water, electricity, and gas at master shut off. Fire protection systems will not be shut-off.
 4. Disconnect, and cover, or relocate all computers, televisions, radios, and station files.
 5. Notify Lee Control of closing.
 6. Secure all bay doors when response to emergency incidents has been suspended with door latches if available.
 7. Arrangements will be made for all personal vehicles to be secured off the island. Transportation from the off island parking site to the various stations will be provided.
- IV. Call Back of Personnel Will be Initiated
- A. All personnel will be notified of the need to return to duty with enough warning to allow all personnel to arrive at their designated station prior to the arrival of Tropical Storm force winds.

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Digitally signed by Fire Chief Matthew Love
Date: 2018.08.22 08:55:42 -0400

V. Fire-Rescue Department Stations as Public Shelters

- A. FMBFD Stations are not designated as Hurricane Shelters. No authorization shall be granted in advance for any citizen or family member to obtain shelter in a District facility. During the storm, temporary shelter in a Fire-Rescue facility may be authorized if, in the opinion of the Incident Commander, refusal to grant refuge in the facility would place the individual(s) in jeopardy.

607.6 Hurricane Operations

- I. When actual hurricane conditions exist, every attempt will be made by the FMBFD to continue the mission of protecting the lives and property in the District. It should be taken into consideration that District personnel are subject to the same environmental limitations as are members of the public.
- II. The Following Will Occur During Hurricane Conditions:
 - A. Dispatch may be authorized to alter normal response assignments, under the direction of the Incident Commander, due to incident volume, nature of incident, and storm conditions.
 - B. Units may be placed out of service due to storm conditions using the following guidelines:
 1. Upon the arrival of tropical storm conditions the Company Officer and the Incident Commander must perform a risk benefit analysis taking into consideration the storm conditions and risk to public safety to determine when units should be taken out of service. Personnel safety will always be the primary goal in determining when units are taken out of service.
 2. At least one (1) Engine and one (1) Ambulance shall remain operational until sustained wind speeds reach 40 MPH with deteriorating conditions. No operation shall begin that will prohibit immediate withdrawal to the shelter. Once sustained wind speeds reach 40 MPH with deteriorating conditions, rescue teams shall immediately report to the shelter.

607.7 Hurricane Eye Operations

- I. Operations will only be resumed within the eye based upon local conditions within the District if such operations can be completed in a safe manner. Personnel safety will remain the primary goal.

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607.8 Post Hurricane Operations

- I. After a disaster, the best strategy is to avoid defined commitment of all resources until an initial size-up can be completed, and basic strategies developed. Company Officers must control the normal inclination to commit to the first problem encountered. Realistic priorities can only be established after accurate reporting of all situations. Post hurricane operations will deal primarily with the following priorities:
 - A. Rapid Impact Assessment (primary assessment and jurisdictional assessment).
 - B. Search and rescue operations.
 - C. Delivery of normal emergency services.
- II. Rapid Impact Assessment and Initial Damage Impact Survey
 - A. Rapid Impact Assessment and Initial Damage Impact Survey shall be completed in a swift manner in two (2) phases:
 1. The first provides resource information on personnel availability and station damage.
 2. The second (jurisdictional assessment) provides a situation status on pre-planned locations (target hazards) for information on potential multi-casualty incidents, status of major response routes, condition of essential facilities, and resource needs. The jurisdictional assessment shall include target hazards that are essential for maintaining health, safety, and overall well-being of the public following a disaster. Personnel shall perform a jurisdictional assessment immediately upon the completion of their primary assessment and shall immediately report their findings to the Planning Section to allow for District-wide emergency planning.
 - B. Jurisdictional Assessments shall be conducted in accordance to the three (3) Fire District Inspection Zones which are:
 1. Matanzas Street Bridge North to Pine Ridge Road
 2. Dakota to Bowditch Road
 3. Dakota to Lovers Key (This shall include a visual assessment of the Draw Bridge over Back Bay)

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- C. Jurisdictional Assessment Teams shall consist of the following whenever possible:
1. Assigned FMBFD zone Inspector
 2. One member from the Town of Fort Myers Beach or Lee County if available.
 3. A representative of the Lee County Sheriff's Officer (LCSO) or Lee County Emergency Management if available.
 4. An FMBFD Firefighter if available.
 - a. At no time will a Jurisdictional Team be assigned without a minimum of two (2) members.
- D. Primary Assessment
1. The Team Leader shall assure a primary assessment is completed of all FMBFD facilities and resources. The results of the primary assessment shall be reported to the Planning Section.
 2. The primary assessment shall determine:
 - a. Personnel status, immediately report any injuries to personnel.
 - b. Status of all apparatus including any reserve units.
 - c. Quick estimate of structural damage to facility and condition of all utilities.
- E. Jurisdictional Assessment
1. The Team Leader shall direct a jurisdictional assessment after the completion of the primary assessment. Personnel shall only interrupt the jurisdictional assessment to respond to an immediate life-threatening incident. All immediate life-threatening incidents shall be reported to the Incident Command Post as soon as possible. A complete incident run report shall be generated for all incidents.
 2. The jurisdictional assessment shall determine:
 - a. Life safety status of pre-planned occupancies with multiple casualty potential.
 - b. Additional multiple casualty incidents with potential for life loss (i.e.: hazardous materials, etc.).
 - c. Status of major transportation routes.
 - d. Damage to essential structures within jurisdictional response classified as minor, moderate, severe, or destroyed.
 - e. Additional resource needs.

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III. Search and Rescue Operations

- A. The Team Leader will act as the Safety Officer for each Search and Rescue group. The group's objectives should include surveying damage, determining hazards, locating surface victims, and identifying points of immediate access.
- B. No search and rescue operation shall take place prior to the completion of size-up and safety survey. The main concern of the size-up and safety survey is the safety of both the rescuers assigned to search and rescue operations, and the victims.

IV. Delivery of Normal Emergency Services

- A. After completing the Rapid Impact Assessment, and search and rescue operations, operational personnel will resume the delivery of normal emergency services.
- B. The Communications Center, Incident Command Post, and Planning Section will coordinate the delivery of services, through a priority basis, to those on the existing "waiting" list.
- C. The Operations Section will coordinate and announce any modifications to the normal incident reporting system.

V. Non-Operational/Off Duty Personnel

- A. Administrative personnel will call the Director of Finance and Administrative Services, or designee to determine when their services will be needed as determined by the Incident Commander. If unable to make contact, the administrative personnel will contact the Incident Command Post.
- B. Off-duty personnel shall report at shift change (08:00 am) if possible and unless otherwise identified, the following day. The Employee Assistance Officer shall account for all off-duty personnel. The following process shall be followed if the employee is unable to report:
 1. As soon as possible (but not exceeding four (4) hours), employees of the shift subsequent to the current shift shall report to their assigned stations. These members shall remain on-duty until properly relieved.
 2. In the event of communication disruption, off-duty members shall proceed to the designated shelter, fire station or staging area at shift exchange.
 3. When flooding or other hazards impair travel, the member is expected to proceed to the closest fire station in Lee County to facilitate accountability.

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4. Employees not accounted for in some manner within four (4) hours following shift exchange will be presumed in need of assistance, and efforts will be made to reach them at their home or last known location, if within an affected area.

VI. Mutual Aid Assistance

- A. During the recovery phase of a disaster, it may become necessary to request the assistance of Fire/EMS providers from outside the affected disaster area by utilizing mutual aid. The Incident Commander shall be responsible for authorizing the use of mutual aid and executing prior approved mutual aid agreements.
- B. Mutual aid will only be authorized for organized fire service/emergency medical providers.

VII. Recovery Operations

- A. Recovery is that phase of a disaster that occurs after emergency needs have been met, the phase in which the community attempts to return to pre-emergency conditions. The importance of this phase is the very strong psychological need of the community to return to some semblance of normal life as soon as possible.

VIII. Employee and Family Welfare

- A. Disasters resulting in significant loss of life tend to have a serious effect on many emergency response personnel. It will be the task of the District's administration to consider the effect of the disaster on District personnel, their families, and the citizens.
- B. To assist on-duty personnel, employee welfare representatives will call families to provide pertinent information and requests for assistance. All information shall be relayed to the affected employee.
- C. Internal relief operations will be established to help those who suffer significant or total destruction of their property.
- D. After the disaster, the reuniting of families is a priority.

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IX. Emergency Disaster Assistance

- A. Federal assistance after federally declared disasters comes in the form of Individual Assistance (IA) and Public Assistance (PA), both declared separately and with different criteria. Individual Assistance is meant to support residents/individuals in impacted areas and Public Assistance helps public and certain not for profit entities recovery from disasters.
- B. FMBFD will work with the Lee County Emergency Operations Center (EOC) to collect, analyze and report all relevant damage assessment information after a disaster.
- C. This information is consolidated at the County level, and then passed to the State of Florida's Division of Emergency Management.
- D. Information is then reported to the Federal Emergency Management Agency (FEMA) for disaster declaration consideration. Proper documentation, cost accounting, and procurement procedures should be followed.
- E. Once a federal disaster declaration is granted (IA, PA or both), the Florida Division of Emergency Management, and FEMA will work with all Public Assistance applicants to start the reimbursement process.

X. Post Incident Analysis

- A. The Planning Section shall coordinate with the Incident Commander to conduct a post incident analysis of the hurricane operations.
- B. The chronological log documenting the incident shall be available at the time of the Post Incident Analysis and comments resulting from the discussion shall be recorded.
- C. The Incident Commander shall be responsible for providing documentation and recommendations to the Fire Chief during the evaluation of the hurricane plan.

	FORT MYERS BEACH FIRE DEPARTMENT POLICIES AND PROCEDURES		
Title	Hurricane Plan	Number	607
Division	All	Revision Date	8/2/2018
Approved	Fire Chief Matthew Love Digitally signed by Fire Chief Matthew Love Date: 2018.08.22 08:57:29 -0400	Effective Date	1/10/2013

607.9 Roles and Responsibilities

- I. The specific roles and responsibilities of FMBFD Branches, Division, and Programs are identified in the appendix of this document, and FMBFD Forms below:

FMBFD INCIDENT MANAGEMENT TEAM ASSIGNMENTS		
	Delta Shift	Echo Shift
Geographic (GEO) Division Headquarters	Fire Chief	Executive Assistant Fire Chief of Life Safety & Support Services
FMBFD Command Post		
Incident Commander	Executive Assistant Fire Chief of Operations	Battalion Chief (1)
Operations Section	Battalion Chief (2)	Battalion Chief (3)
Planning Section	Assistant Chief of Training	Captain II (1)
Logistics Section	Division Chief of EMS	Captain II (2)
Finance Section	Director of Finance & Administrative Services	Administrative & Human Resources Assistant
Liaison Officer	Captain II (3)	Captain II (1)
Information Officer	Executive Assistant	Battalion Chief (3)

** All assignments are tentative & subject to change by the Fire Chief or Incident Commander, and may be substituted by Geographic Division Resources.*

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607.10 Weather Terminology (Definitions as per the National Hurricane Center)

Advisory:

Official information issued by tropical cyclone warning centers describing all tropical cyclone watches and warnings in effect along with details concerning tropical cyclone locations, intensity and movement, and precautions that should be taken. Advisories are also issued to describe: (a) tropical cyclones prior to issuance of watches and warnings and (b) subtropical cyclones.

Best Track:

A subjectively-smoothed representation of a tropical cyclone's location and intensity over its lifetime. The best track contains the cyclone's latitude, longitude, maximum sustained surface winds, and minimum sea-level pressure at 6-hourly intervals. Best track positions and intensities, which are based on a post-storm assessment of all available data, may differ from values contained in storm advisories. They also generally will not reflect the erratic motion implied by connecting individual center fix positions.

Cyclone:

An atmospheric closed circulation rotating counter-clockwise in the Northern Hemisphere and clockwise in the Southern Hemisphere.

Direct Hit:

A close approach of tropical cyclone to a particular location. For locations on the left-hand side of a tropical cyclone's track (looking in the direction of the motion), a direct hit occurs when the cyclone passes to within a distance equal to the cyclone's radius of maximum wind. For locations on the right-hand side of the track, a direct hit occurs when the cyclone passes to within a distance of equal to twice the radius of maximum wind. Compare indirect hit, strike.

Eye:

The roughly circular area of comparatively light winds that encompasses the center of a severe tropical cyclone. The eye is either completely or partially surrounded by the eyewall cloud.

Eyewall / Wall Cloud:

An organized band or ring of cumulonimbus clouds surround the eye, or light-wind center of a tropical cyclone. Eyewall and wall cloud are used synonymously.

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Gale Warning:

A warning of 1-minute sustained surface winds in the range 34 kt (39 mph or 63 km/hr) to 47 kt (54 mph or 87 km/hr) inclusive, either predicted or occurring and not directly associated with tropical cyclones.

High Wind Warning:

A high wind warning is defined as 1-minute average surface winds of 35 kt (40 mph or 64 km/hr) or greater lasting for 1 hour or longer, or winds gusting to 50 kt (58 mph or 93 km/hr) or greater regardless of duration that are either expected or observed over land.

Hurricane / Typhoon:

A tropical cyclone in which the maximum sustained surface wind (using the U.S. 1-minute average) is 64 kt (74 mph or 119 km/hr) or more. The term hurricane is used for Northern Hemisphere tropical cyclones east of the International Dateline to the Greenwich Meridian. The term typhoon is used for Pacific tropical cyclones North of the Equator, West of the International Dateline.

Hurricane Force Winds:

Winds of 74 MPH (64 knots) and higher.

Hurricane Local Statement:

A public release prepared by local National Weather Service offices in or near a threatened area giving specific details for its county/parish warning area on (1) weather conditions, (2) evacuation decisions made by local officials, and (3) other precautions necessary to protect life and property.

Hurricane Season:

The portion of the year having a relatively high incidence of hurricanes. The hurricane season in the Atlantic, Caribbean, and Gulf of Mexico runs from June 1 to November 30. The hurricane season in the Eastern Pacific basin runs from May 15 to November 30. The hurricane season in the Central Pacific basin runs from June 1 to November 30.

Hurricane Warning:

An announcement that hurricane conditions (sustained winds of 74 mph or higher) are expected somewhere within the specified coastal area. Because hurricane preparedness

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activities become difficult once winds reach tropical storm force, the hurricane warning is issued 36 hours in advance of the anticipated onset of tropical-storm-force winds.

Hurricane Watch:

An announcement that hurricane conditions (sustained winds of 74 mph or higher) are possible within the specified coastal area. Because hurricane preparedness activities become difficult once winds reach tropical storm force, the hurricane watch is issued 48 hours in advance of the anticipated onset of tropical-storm-force winds.

Indirect Hit:

Generally refers to locations that do not experience a direct hit from a tropical cyclone, but do experience hurricane force winds (either sustained or gusts) or tides of at least 4 feet above normal.

Landfall:

The intersection of the surface center of a tropical cyclone with a coastline. Because the strongest winds in a tropical cyclone are not located precisely at the center, it is possible for a cyclone's strongest winds to be experienced over land even if landfall does not occur. Similarly, it is possible for a tropical cyclone to make landfall and have its strongest winds remain over the water. Compare direct hit, indirect hit, and strike.

Latitude:

The distance north or south of the equator, measured in degrees along the median.

Longitude:

The distance east or west of Greenwich, measured in degrees.

Major Hurricane:

A hurricane that is classified as Category 3 or higher.

Present Movement:

The best estimate of the movement of the center of a tropical cyclone at a given time and given position. This estimate does not reflect the short-period, small scale oscillations of the cyclone center.

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Radius of Maximum Winds:

The distance from the center of a tropical cyclone to the location of the cyclone's maximum winds. In well-developed hurricanes, the radius of maximum winds is generally found at the inner edge of the eye wall.

Saffir-Simpson Hurricane Wind Scale:

The Saffir-Simpson Hurricane Wind Scale is a 1 to 5 categorization based on the hurricane's intensity at the indicated time. The scale provides examples of the type of damage and impacts in the United States associated with winds of the indicated intensity. The following table shows the scale broken down by winds:

Category	Wind Speed (mph)	Damage
1	74 - 95	Very dangerous winds will produce some damage
2	96 - 110	Extremely dangerous winds will cause extensive damage
3	111 - 130	Devastating damage will occur
4	131 - 155	Catastrophic damage will occur
5	> 155	Catastrophic damage will occur

**A detailed description of the Saffir-Simpson Hurricane Wind Scale, which was revised in early 2010, is available at <http://www.nhc.noaa.gov/sshws.shtml>.*

Storm Surge:

An abnormal rise in sea level accompanying a hurricane or other intense storm, and whose height is the difference between the observed level of the sea surface and the level that would have occurred in the absence of the cyclone. Storm surge is usually estimated by subtracting the normal or astronomic high tide from the observed storm tide.

Subtropical Depression:

A subtropical cyclone in which the maximum sustained surface wind speed (using the U.S. 1-minute average) is 33 kt (38 mph or 62 km/hr) or less.

Subtropical Storm:

A subtropical cyclone in which the maximum sustained surface wind speed (using the U.S. 1-minute average) is 34 kt (39 mph or 63 km/hr) or less.

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Tropical Depression:

A tropical cyclone in which the maximum sustained surface wind speed (using the U.S. 1-minute average) is 33 kt (38 mph or 62 km/hr) or less.

Tropical Disturbance:

A discrete tropical weather system of apparently organized convection -- generally 100 to 300 nmi in diameter -- originating in the tropics or subtropics, having a nonfrontal migratory character, and maintaining its identity for 24 hours or more. It may or may not be associated with a detectable perturbation of the wind field.

Tropical Storm:

A tropical cyclone in which the maximum sustained surface wind speed (using the U.S. 1-minute average) ranges from 34kt (39 mph or 63 km/hr) to 63 kt (73 mph or 118 km/hr).

Tropical Storm Warning:

An announcement that tropical storm conditions (sustained winds of 39 to 73 mph) are expected somewhere within the specified coastal area within 36 hours.

Tropical Storm Watch:

An announcement that tropical storm conditions (sustained winds of 39 to 73 mph) are possible within the specified coastal area within 48 hours.

Tropical Wave:

A trough or cyclonic curvature maximum in the trade-wind easterlies. The wave may reach maximum amplitude in the lower middle troposphere.



FORT MYERS BEACH FIRE DEPARTMENT

100 VOORHIS STREET · FORT MYERS BEACH, FLORIDA 33931
MAILING ADDRESS: POST OFFICE BOX 2880 · FORT MYERS BEACH, FLORIDA 33932

Local Emergency Contact Numbers (Not for public release)

LAW ENFORCEMENT

LEE COUNTY SHERIFF OFFICE HEADQUARTERS 14750 Six Mile Cypress Parkway Fort Myers, FL 33912	(239)477-1000
LEE COUNTY SHERIFF WEST DISTRICT SUBSTATION	(239)477-1930
UNITED STATES COAST GUARD	(239)463-5754 OR (239) 707-7046
FLORIDA HIGHWAY PATROL	(239)278-7100
FORT MYERS POLICE	(239)334-4155
CAPE CORAL POLICE	(239)574-3223
SANIBEL POLICE	(239)472-3111
PORT AUTHORITY	(239)768-4361 OR (239)590-4460
COLLIER SHERIFF OFFICE	(239)774-4434

EMERGENCY SERVICES

LEE COUNTY EMERGENCY OPERATIONS CENTER	(239)533-0622
LEE COUNTY COMMUNICATIONS CENTER (DISPATCH)	(239)337-2000
RED CROSS	(239)278-3401
LEE DEPARTMENT OF TRANSPORTATION	(239)694-3334 OR (239)533-9524
LEE COUNTY FLEET SERVICES	(239)336-3239
ANIMAL CONTROL	(239)432-2083
LEE COUNTY TRANSIT (LEE TRAN)	(239)275-8726 OR (239)533-9500
PARKS & RECREATION	(239)461-7400
POISON CONTROL	(800)222-1222
CHEMTREC	(800)424-9300

HOSPITALS

LEE MEMORIAL (D-1)-2776 CLEVELAND AVENUE, FORT MYERS, FL	(239)343-2329
HEALTHPARK (D-7)-9981 HEALTH PARK CIRCLE, FORT MYERS, FL	(239)343-5334
CAPE CORAL (D-4)-636 DEL PRADO BLVD., CAPE CORAL, FL	(239)424-2222
GULF COAST (D-5)-13681 DOCTORS WAY, FORT MYERS, FL	(239)343-0434
LEHIGH REGIONAL (D-3)-1500 LEE BLVD., LEHIGH ACRES, FL	(239)368-4410
NORTH COLLIER (D-14)-11190 HEALTH PARK BLVD., NAPLES, FL	(239)552-8572
NAPLES COMMUNITY (D-6)-350 7 th ST N, NAPLES, FL	(239)624-2610

FREESTANDING EMERGENCY DEPARTMENTS

COCONUT POINT (LEE HEALTH) D31, 23450 VIA COCONUT POINT, ESTERO, FL	239-468-0100
NCH BONITA (NCH HEALTHCARE SYSTEM) D32, 24040 S. TAMiami TRL, BONITA SPRINGS, FL	239-

UTILITIES

LEE COUNTY UTILITIES	(239)533-8700
BEACH WATER	(239)463-9953 GENERAL, (239)340-3579 EMERGENCY
FLORIDA POWER & LIGHT	(800)401-6199, (800)351-3009 FAX, www.fpl.com/poledown REPORT ONLINE
TECO GAS	(877)832-6911 FIRE DEPARTMENT USE ONLY (877)832-6747 ALL OTHER CALLS

BRIDGES

BIG CARLOS PASS	(239)463-6249
SANIBEL BRIDGE	(239)533-8580
ALVA BRIDGE	(239)728-2704
MATLACHA PASS	(239)283-2414
SEMINOLE GULF RR	(239)275-6060

RESOURCES

SAND-FLORIDA DIRT SOURCE	(239)649-0600
SAND-MJS TRUCKING LLC	(239)995-8300
SAND-FLORIDA ROCK	(239)454-2831
SOUTH FLORIDA GAS-PROPANE	(239)334-3131
PUBLIX	(239)463-0840
FORT MYERS BEACH CHAMBER OF COMMERCE	(239)454-7500
OSTEGO BAY FOUNDATION	(239)463-2588
CULLIGAN-BOTTLED WATER SUPPLIER	(239)482-2213
NEXAIR-OXYGEN SUPPLIER	(239)936-4625

FORT MYERS BEACH FIRE DEPARTMENT

TITLE	NAME	PHONE EXT	DIRECT DIAL	CELL PHONE
ADMIN ASST	NANCY ROSSBACK	3009	239-590-4255	239-321-0085
HR & PAYROLL ASST	TBD	3008	239-590-4260	
FACS & LOGS MGR	MIKE ANNUNZIATO	3233	239-590-4209	239-344-6156
CONF ROOM		3025		
EOC	STATION 32 EOC	3230	239-590-4224	
LS SPECIALIST	TBD			
LS & SS ADMIN ASST	AMBER DATKO	3234	239-590-4210	941-661-9964
LS SPECIALIST	LLOYD ADAMS	3232	239-590-4205	239-560-6962
LS SPECIALIST	BILL GENEVRINO	3231	239-590-4204	239-940-1388
EXEC ASST	ANGIE SNYDER	3007	239-590-4214	913-731-3723
DEP FIRE MARSHAL	JENNIFER CAMPBELL	4211	239-590-4211	239-810-0062
DIR OF FIN & ADMIN SVCS	JANE THOMPSON	3006	239-590-4203	239-218-7620
DIV CHIEF OF EMS	RANDY KRAUS	3004	239-590-4207	239-470-1358
ASST CHIEF OF TRAINING	VINCENT DICRISTOFALO	3005	239-590-4208	239-898-9662
EXEC ASST CHIEF OF LS & SS	RON MARTIN	3003	239-590-4206	239-297-4294
EXEC ASST OF OPS	SCOTT WIRTH	3002	239-590-4201	239-349-0358
FIRE CHIEF	MATT LOVE	3001	239-590-4202	719-243-4885

FIRE STATION #	DIRECT DIAL #	INTERNAL EXTENSION #
Fire Station 31 General Number	239-590-4231	3100
Fire Station 31 Officer Desk	239-590-4221	3120
Battalion Chief Station 31	239-590-4230	3130
Fire Station 32 General Number	239-590-4232	3200
Fire Station 32 Officer Desk	239-590-4222	3210
Fire Station 33 General Number	239-590-4233	3300
Fire Station 33 Officer Desk	239-590-4223	3310

FMBFD UNIT BACKUP COMMUNICATION CONTACT			
NAME	UNIT CELL	BACK UP CELL	PAGER
ENGINE 31	239-887-0579	239-841-5551	
ENGINE 32	239-887-0553	239-841-5543	
AMBULANCE 31		239-841-5550	
AMBULANCE 32	239-887-1258	239-841-5544	
AMBULANCE 33	239-887-0741	239-841-5535	
SUPPORT 31		239-841-5537	
SUPPORT 33	239-887-0602	239-541-5541	
TRUCK 33	239-887-0741		
BATTALION CHIEF		239-841-5547	
LLOYD ADAMS		239-841-5533	
BILL GENEVRINO		239-841-5549	
TBD		239-841-5548	
ANGIE SNYDER		239-841-5538	
**JANE THOMPSON		239-841-5536	N/A
RANDY KRAUS		239-841-5546	239-279-9569
N/A		239-841-5545	239-279-1148
VINCENT DICRISTOFALO			239-279-1187
**RON MARTIN		239-841-5534	239-279-5371
**SCOTT WIRTH		239-841-5539	239-279-5533
**MATT LOVE		239-841-5542	239-279-8712
<i>**Notes personnel assigned redundant devices full time.</i>			

TOWN OF FORT MYERS BEACH

	NAME	DIRECT	CELL
MAIN NUMBER		(239)765-0202	
TOWN MANAGER	ROGER HERNSTADT	(239)765-0202 EXT 1100	
TOWN CLERK	MICHELLE MAYHER	(239)765-0202 EXT 1400	
PARKS & RECREATION	ALISON GIESEN	(239)765-0202 EXT 1900	
PUBLIC WORKS MANAGER	CHELSEA O'RILEY	(239)765-0202 EXT 1700	
ASST. PUBLIC WORKS DIRECTOR		(239)765-0202 EXT 1400	
MAYOR	ANITA CERECEDA	(239)765-0202 EXT 1103	

LEE COUNTY FIRE DEPARTMENTS/POLICE

NAME	PHONE NUMBER
Fort Myers Police	239-321-7700
Fort Myers Beach Fire	239-590-4200
Fort Myers Shores Fire	239-694-2833
Iona-McGregor Fire	239-433-0660
Lehigh Acres Fire	239-303-5300
Matlacha-Pine Island Fire	239-283-0030
North Fort Myers Fire	239-997-8654
Port Authority Fire	239-590-4566
San Carlos Park Fire	239-267-7525
Sanibel Police	239-472-3111
Sanibel Fire	239-472-5525
South Trail Fire	239-433-0080
Tice Fire	239-694-2380
Upper Captiva Fire	239-472-8899
Useppa Island Fire	239-283-7578

NATIONAL INFORMATION

American Red Cross	1-800-RED-CROSS (1-800-733-2767) www.redcross.org
Centers for Disease Control	www.cdc.gov
Environmental Protection Agency	www.epa.gov
Federal Emergency Management Agency (FEMA)	1-800-621-FEMA (3362) www.fema.gov



FORT MYERS BEACH FIRE DEPARTMENT

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Target Hazard List

Version 7/16/18

Marina's:

- Gulf Star Marina
- Key West Express Marina (1200 Main Street)
- Parrot Cay Marina
- Moss Marina
- Fish Tale Marina
- Shrimp Docks
- Snook Bight Marina

Food:

- Beach Seafood
- Trico Seafood
- Sanibel Seafood
- Publix Supermarket

Governmental Facilities:

- United States Coast Guard Station
- United States Post Office
- United States Post Office (Santini Plaza)
- Fort Myers Beach Town Hall
- Fort Myers Beach Public Works Office
- Fort Myers Beach Public Library
- Fort Myers Beach Fire Station 31
- Fort Myers Beach Fire Station 32
- Fort Myers Beach Fire Station 33
- Fort Myers Beach Fire Department Headquarters

Critical Infrastructure:

- Hurricane Pass Bridge
- ****Fort Myers Beach Sky Bridge
- ****Hurricane Pass Bridge
- South End Lovers Key Draw Bridge
- Lee County Wastewater Facility (Main/South Street)
- Fort Myers Beach Public Works Station (Estero/Lagoon)
- Fort Myers Beach Public Works Pump Station (Lennell)
- CenturyLink Communication Operation Center (Estero/Eucalyptus)
- Iona Substation FPL 17550 San Carlos Blvd.

Banking and Financial:

- Bank of America (Santini Plaza)
- Edwards Jones Investment (Santini Plaza)
- BB&T (Flamingo/Estero)
- Wachovia (Lovers Lane/Estero)
- Peterson Accounting and Tax Services (Sea Grape Plaza Unit G)

Churches:

- Chapel by the Sea
- First Baptist Church of Fort Myers Beach
- St. Peter's Lutheran Church
- St. Raphael's Episcopal Church
- Church of the Ascension

Chemical and Industrial:

- Balgas Facilities (Main Street)
- Fueling Stations and Storage Beach Seafood
- Ballard Oil (2000 Main Street)

Key Community Assets:

- Bay Oaks Recreation Center
- Fort Myers Beach Pier
- Fort Myers Beach Community Pool
- Fort Myers Beach Library
- Lani Kai
- Mound House
- Pink Shell
- Diamondhead



FORT MYERS BEACH FIRE DEPARTMENT

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Hurricane/Disaster Unit Log Instructions ICS 214

To be filled out for each Operational Period by each Division/Group/Unit, Supervisor/Leader in connection with a hurricane/disaster incident.

1. Enter the Incident Name
2. Enter Date Prepared
3. Enter Time Prepared in Military (24-hour) Time
4. Enter Operational Period Date
5. Enter Operational Period in Military (24-hour) Time
6. Enter Division/Group/Unit Name or Designator
7. Enter Division/Group/Unit, Supervisor/Leader (name and position)
8. Complete Personnel Roster Assigned: enter Name, Position, and Home Base of personnel assigned. This would include personnel from other organizations
9. Complete Activity Log: enter Time and Major Events that occur during Operational Period. This would include emergency incident response, accidents, injuries and any other information that would justify the type of action taken
10. Enter Name and Position of person preparing Unit Log

This documentation is to be completed, reviewed, and forwarded to Districts Command Post with completed Incident Reports.



FORT MYERS BEACH FIRE DEPARTMENT

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72-Hour Disaster Survival Kit

Personal Items / Provisions

Due to planned increased staffing of stations, members should plan on bringing the following items:

- Department issued photo identification
- Two (2) extra sets of uniforms, t-shirts and a jacket
- Extra pair of shoes
- Five (5) each, pairs of socks, undershirts, underwear
- Rain gear
- Bunker gear
- Three (3) day food supply (the food should not require refrigeration or cooking)
- Any special dietary needs and medications
- Sheets, pillow, blanket, and sleeping bag
- Toiletries including towels, tooth brush, razor etc.
- Flashlight with new batteries
- Mosquito repellent
- Two (2) gallons of water

Although hurricanes are a major threat to our area, there are other events that may occur which involve evacuation from your home. Brush fires, hazardous materials spills, floods and tornados all have a potential disruptive influence on our daily activities. To prepare for the unknown, each home should have a 72-Hour Disaster Survival Kit. You will need to pack some essential items to help you and your families survive, whether you stay at home or leave during a disaster. Minimum suggested survival kit supplies should include the following and ensure a minimum of three (3) days (72 hours) supply for each person.

- Non-perishable food
- Manual can opener
- Personal medication, pills & prescriptions
- Special food for infants
- First aid kit
- Battery operated radio and flashlight
- Drinking water one (1) gallon per person per day (don't forget water for pets)
- Blankets, pillows, sleeping bags, or lawn chairs
- Sanitary supplies
- Cards, books, small games
- Road maps
- Wet and cold weather gear
- Pet food



FORT MYERS BEACH FIRE DEPARTMENT

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Hurricane Plan Incident Management Team Checklist Incident Commander

Hurricane Watch

1. Conduct a briefing for those personnel assigned to the functions of: Command, Operations, Planning, Logistics, Finance, Liaison, Safety, and Information. A chart of the Command and General Staff identifying the assigned personnel will be developed and distributed.
2. At the briefing, the Command and General Staff will receive a packet indicating their assignment function and responsibilities (FMBFD Policy 607- Hurricane Plan). Additional copies of the Hurricane Plan will be distributed to each station.
3. Work with the Operations Section and Planning Section to establish the number of personnel needed for recall based on the storm's expected category at landfall.

This call back criteria is to be used as a guideline and can be altered at any time by the Incident Commander to ensure the appropriate level of response capabilities during a hurricane.

- Category 1 Increase above the total shift strength as determined by the Incident Commander
- Category 2 50% Increase above total shift strength
- Category 3-5 100% Increase above total shift strength

Hurricane Warning

1. Assesses the incident and conducts briefing for Command and General Staff.
2. Formally establishes the District's Incident Command Post. Announces location of Command Post and distributes telephone numbers to stations and other key agencies.
3. Review the progress of the incident and channels organizational efforts towards highest priority tasks.
4. Provides updated information to the Beaches Geographic Division.
5. Insures that safety procedures are practiced and maintained by all personnel.

Hurricane Condition

1. Maintains communication between District Command Post and Beaches Geographic Division/Emergency Operations Center.
2. Establishes rotation of personnel in the Command Post to assure critical positions are staffed.

Post Hurricane

1. Make strategic decisions to allocate resources to the areas of greatest need based on information received.
2. Assure adequate staffing for critical positions within the Command Post.
3. Relays pertinent information to the District's Command Post/Lee County EOC.
4. Determine the termination of District Command Post activities when appropriate.
5. Approve the request for mutual aid assistance.
6. Determine the need for specific types of strike teams/task forces (State of Florida Resource Typing) as referenced in the Florida Field Operating Guide (FOG).

7. Communicate resource requests through the Beaches Geographic Division/Lee County Emergency Management to access the statewide mutual aid plan.



FORT MYERS BEACH FIRE DEPARTMENT

100 VOORHIS STREET · FORT MYERS BEACH, FLORIDA 33931
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Hurricane Plan Incident Management Team Checklist **Operations Section Chief**

Hurricane Watch

1. Ensure that all Department personnel are familiar with and have reviewed the Hurricane Plan.
2. Coordinate assignment of all employees.
3. Review FEMA resource availability.
4. Confirm agreements for private Marine and Aerial support vendors and activation process.

a. Marine

i. Fish Tale Marine

Al Durrett
(239) 463-3600
Mobile (239) 470-1849

Matt Persons
Mobile (239) 770-1525

ii. Moss Marine

Manger
(239) 765-6677

b. Aerial (Drone)

i. Naples Aerial Video

Mitchell A. Wulff
FAA Certified Chief Pilot
(240) 883-7663
Mobile (651) 324-5002

Hurricane Warning

1. Assign personnel at each station to maintain radio watch and dispatch incidents manually if necessary.
2. Assure target hazard lists are distributed to all stations.
3. Authorize the evacuation of facilities and re-assignment of personnel and apparatus.
4. Ensure all District equipment assigned to fire stations are safely secured.
5. Direct operational personnel to survey target hazards and identified evacuation areas/routes for compliance with evacuation orders. Notify Planning Section of any anticipated life safety problems.

Hurricane Condition

1. Authorize the Emergency Communications Center to alter the normal response assignments due to incident volume, nature of incident, and storm conditions. The delivery of emergency services may be terminated when the operations expose personnel to unsafe conditions.
2. Utilize the following guideline for placing units out of service due to storm conditions:

Units may be placed out of service due to storm conditions if:

- Upon the arrival of Tropical Storm conditions the company officer and the incident commander must perform a risk benefit analysis taking into consideration the storm conditions and risk to public safety to determine when units should be taken out of service. Personnel safety will always be the primary goal in determining when units are taken out of service.
- Units may remain operational until sustained wind speeds reach 40 miles per hour (MPH) with deteriorating conditions. No operation shall begin that will prohibit their immediate withdrawal to the shelter. Once sustained wind speeds reach 40 MPH with deteriorating conditions, units shall immediately report to the shelter.

Post Hurricane

1. Coordinate with Planning Section to ensure adequate staffing.
2. Activate agreements for Marine and Aerial support vendors as needed.
3. Request FEMA resources as needed.
4. Identify areas of greatest life hazard and assures search and rescue operations are completed.
5. Determine communication capability between stations, apparatus, communications center, command post, and emergency operations center.
6. Determine needs and requests additional resources.
7. Authorize modifications to dispatch procedures as necessary.
8. Plan for the demobilization of personnel and apparatus.
9. Coordinate Mutual Aid Assistance

Mutual Aid Assistance:

- A. Coordinate with the Planning Section the assignment of all mutual aid personnel and equipment.
- B. Appoint a Staging Area Manager and establishes a staging area. Notifies all requested mutual aid departments of the designated staging area. Report to the Incident Commander the arrival, quantity, and capabilities of each alerted mutual aid department.



FORT MYERS BEACH FIRE DEPARTMENT

100 VOORHIS STREET · FORT MYERS BEACH, FLORIDA 33931
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Hurricane Plan Incident Management Team Checklist Planning Section Chief

Hurricane Watch

1. Assure that personnel home address and phone numbers are available for recall.
2. Ensure personnel shall be recalled with respect to assignment to assure sufficient personnel levels are maintained as determined by the Incident Action Plan (i.e.: Battalion Chiefs, Company Officers, Paramedics, Driver Engineers, Firefighters, and Support Staff).
3. Assure each station has sufficient copies and access to the Rapid Impact Assessment Worksheet and Initial Damage Impact Survey (found in the First Impression Damage Assessment (FIDA) application) and the Updated Appendix B Target Hazard Listing Form.

Hurricane Warning

1. Implement the call back of personnel based on the category guideline and direction from the Incident Commander.
2. Maintain assignment of personnel at station level utilizing the District's staffing program.
3. Implement documentation of events through chronological log, including employee notification log.
4. Assure that the Fleet Maintenance services are available and notifies Logistics of capabilities and status.

Hurricane Condition

1. Coordinate between the Lee County Communications Center/Beaches Geographic Division and Operations Section for incidents that occur during unsafe conditions and when emergency units are not sent. These incidents shall be placed on a "waiting" list that shall be prioritized for post hurricane responses.
2. Review District map with target hazards identified, prepare for post storm damage survey reports

Post Hurricane

1. Coordinate and reports information to the Beaches Geographic Division/Lee County Emergency Management and the Incident Commander.
2. Establish a plan for the recall of additional personnel, release of existing personnel, and return to normal assignments.
3. Establish a process to account for all equipment utilized during the storm.
4. Implement demobilization plan ensuring refueling and return of equipment to regular assignments, the refilling of fuel tanks, and maintenance of first line equipment.
5. Complete and display incident status summary.
6. Serve as official recorder of incident to be utilized in post-analysis and future planning of similar incidents.
7. Demobilize all personnel assigned to District shelter and secures all equipment.
8. Assure that all mutual aid assistance personnel and equipment are documented on the Incident Check In List (FMBFD Form 607N, ICS Form 211)
9. Coordinate Mutual Aid Assistance with Operations Section

Mutual Aid Assistance:

- A. Assure that all mutual aid assistance personnel and equipment are documented on the Check In/Out Log (ICS Form 211).



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Hurricane Plan Incident Management Team Checklist

Logistics Section Chief

Hurricane Watch

1. Assure that each station completes the Hurricane Watch Checklist. Any deviations or deficiencies found shall be reported to the Logistics Section.
2. Assure that all District Facilities that may be evacuated are preparing to secure the station prior to evacuation.
3. Coordinate the preparation of the Districts Command Post for opening.
4. Update Resource List (See FMBFD Policy 607- Hurricane Plan) to assure provisions for basic necessities (i.e.: satellite phones, cots, water, portable generators, portable toilets, maps, etc.) are available if needed. Assure all janitorial supplies are fully stocked at all stations. Coordinates emergency purchasing agreements with Finance Section.
5. Coordinate with Lee County Communications/Beaches Geographic Division.

Hurricane Warning

1. Assure personnel have completed the Hurricane Warning Checklist. Any deviations or deficiencies found shall be reported to the Logistics Section.
2. Assure shuttering of all stations and preparations for evacuating designated stations have been completed.
3. Assure that the District Command Post is ready to open at the direction of the Fire Chief.
4. Arrange for the distribution of equipment and basic necessities (hurricane shelter kits, cots, radios, plastic covers, etc.) to appropriate sites.
5. Update list of personnel and equipment assigned for shelter deployment. Coordinates this information with the Liaison Officer.
6. Coordinate with Lee County Communications/Beaches Geographic Division.

Hurricane Condition

1. Maintain listing of station problems, coordinates resource needs according to degree of severity.
2. Coordinate communications recovery with Lee County Communications/Beaches Geographic Division if necessary.

Post Hurricane

1. Identify service and support requirements for planned and expected operations.
2. Arrange for the pick-up of supplies (cots, radios, etc.) from stations and shelters for return to original location. Inventories each item prior to storage.
3. Coordinate the recovery plan with Lee County Communications/Beaches Geographic Division to assure the communications system is returned to an operational mode as soon as possible.
4. Serve as official recorder of incident to be utilized in post-analysis and future planning of similar incidents.
5. Coordinates Mutual Aid Assistance with Operations and Planning Section.
 - a. Fulfill the support requirements for all mutual aid assistance as outlined in the agreement.
 - b. Coordinate housing and logistical needs of mutual aid resources.

- c. Assure that all mutual aid personnel receive a mission briefing prior to leaving the staging area and are debriefed upon return to staging, prior to returning to their host jurisdiction.



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Hurricane Plan Incident Management Team Checklist **Finance Section Chief**

Hurricane Watch

1. Distribute to all stations, sufficient copies of the Unit Log – ICS 214 (FMB Form 607M).
2. Review procedures with Department Officers for the emergency purchase of necessary items. Obtain list of potential supplies, vendors, and contact persons.
3. Review and identify reimbursement criteria from the Federal Disaster Relief Fund.
4. Review procedures for reporting damage to Department buildings, apparatus, and equipment. Review procedures for reporting injuries to Department personnel.

Hurricane Warning

1. Coordinate the completion of Unit Logs – ICS 214.
2. Supply copies of approved emergency vendors to Incident Commander.
3. Assure that the District Command Post is ready to open at the direction of the Fire Chief.
4. Arrange for the distribution of equipment and basic necessities (hurricane shelter kits, cots, radios, plastic covers, etc.) to appropriate sites.

Hurricane Condition

1. Plan methods of collecting Unit Logs – ICS 214, station damage, vehicle accident, and personnel injury reports from all stations.

Post Hurricane

1. Receive copies of Unit Logs – ICS 214 and compiles master list of all financial data. Provides final cost analysis.
2. Coordinate with Operations Section to accurately document personnel hours, personnel injuries/deaths, equipment damaged/destroyed, property damage, funds spent for storm purposes, and provide operational damage cost estimate and financial data to the Incident Commander.
3. Submit appropriate documentation to Lee County Emergency Management within the required time frame for any reimbursement of funds through the Federal Disaster Relief Fund.



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Hurricane Plan Incident Management Team Checklist Liaison Officer

Hurricane Watch

1. Coordinate with outside agencies (Parks Dept., Public Works, Gas Company).
2. Coordinate activities of HAM radio operators if available to ensure equipment is staffed and operational at District Command Post/Geographic Division.

Hurricane Warning

1. Provide communication link to supporting/coordinating agencies (Parks Dept., Public Works, Gas Company).
2. Contact Lee County Emergency Management to obtain listing of Shelters that are open and tracks status for Incident Commander.
3. Coordinate activation and arrival of personnel with District Emergency Shelter location.

Post Hurricane

1. Coordinate with Disaster Relief Organizations for distribution of supplies to Fire Department Personnel.
2. Provide point of contact for assisting/cooperating agency representatives.
3. Gather information from area fire departments as to extent of damage and need for assistance.



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Hurricane Plan Incident Management Team Checklist Information Officer

Hurricane Watch

1. Coordinate information transfer from the District Command Post to Lee County Emergency Management for the release of information to the media.
2. Relay pertinent information to stations as to the status of the hurricane and actions taken by the District.

Hurricane Warning

1. Coordinate with Lee County Emergency Management Joint Information Center (JIC) for accurate release of information.
2. Relay pertinent information to stations as to the status of the hurricane and actions taken by the Department.

Hurricane Condition

1. Provide periodic updates to stations/emergency shelter location concerning issues such as hurricane status, personnel levels, changes in assignments, and evacuation of stations.

Post Hurricane

1. Coordinate with the District Command Post for the release of information to the media.
2. Relay pertinent information to stations concerning Department activities and status of operations.
3. Collect information as to extent of damage to homes of personnel, personnel who are displaced, and injuries to family members. Coordinates recovery operations for Department personnel with Logistics Section.



Hurricane Plan Branch Checklist **Operations Branch**

Confirmation of Hurricane Season Preparation Activities

1. Schedule brush-up classes on the First Impression Damage Assessment (FIDA) Application
2. Prior to storm season and upon threat, re-educate members on Geographic Division policy and operations. (Lee County Emergency Operational Plan Annex D-1)
3. Provide thorough checklist for stations to include:
 - Chainsaws: wood chains, bar oil, non-ethanol fuel, air filters
 - Specific shutter equipment such as counts on wing nuts, braces, etc.
4. Scout department vehicle relocation points to preplan drop off locations.
5. Establish communication with barge vendors for apparatus return to island
6. Locate and check all hardware for window shutters, door braces, and flood barriers. (w/Logistics)
7. Inventory all station janitorial, medical, and oxygen supplies and restock as necessary. Place orders needed. (w/Logistics)

Hurricane Watch

1. Establish plan for executive staff member to meet face to face with every employee regarding personal preparations.
2. Coordinate activation plan for post storm Urban Search and Rescue (USAR) needs.
3. Establish alternate heavy equipment plans for road clearing.
4. Establish personnel accountability process throughout incident.
5. Provide information to members on shelter options for extended family.
6. Consideration to maintaining presence at Fire Station 32 to accelerate re-entry (*Fire Station 32 designed to withstand 150 mph, category 5 standards. The stations elevation is 6.8 feet above sea level, with the living quarters 18 feet above sea level*).
7. Determine plan for phased closing of fire stations taking into highest profile vehicle (ladder truck), relocation off island early.
8. Confirm oxygen delivered prior to storm and maintain maximum levels.
9. Confirm high stocking of EMS supplies.
10. Identify health centers in District and coordinate their reactivation plan.
11. Establish small portable medical security cabinet for controlled substances.
12. Locate and check all hardware for window shutters, door braces, and flood barriers. (w/Logistics)
13. Inventory and stock all reserve apparatus.
14. Inventory all station janitorial, medical, and oxygen supplies and restock as necessary. Place orders needed. (w/Logistics)
15. Pre-plan adequate/safe storage of all reserve apparatus.
16. Make necessary arrangements for the employee family shelter.
17. Ensure all employees have a valid department photo identification card. (w/Finance & Admin. Services)
18. Charge all battery operated equipment. (w/Finance & Admin. Services)
19. Distribute extra copies of the Hurricane Plan and required forms to each station.
20. Track and map hurricane. Provide information to all stations.
21. As soon as possible upon a storm tracking for impact, communicate with hotel and/or shelter facilities to ensure room blocks and block in-person and online bookings.

Hurricane Warning

1. Prior to storm season and upon threat, re-educate members on Geographic Division policy and operations. (Lee County Emergency Operational Plan Annex D-1)
2. Scout department vehicle relocation points to preplan drop off locations.
3. Establish communication with barge vendors for apparatus return to island.
4. In coordination with Geographic Division – establish start date of incident action plan, planning cycles, and Geographic Division coordination.
5. Prepare to disseminate alternate shift schedule depending on increased staffing levels.
 - Consider operational periods consistent with shift changes to avoid unit log errors.
6. Re-educate members on search and rescue operations per Lee County Emergency Operational Plan Annex D-3.
7. Establish re-entry plan to include resident generator checks, and check the “welfare needs”.
8. Coordinate with Geographic Division to establish a redundant call logging upon service shutdown.
9. Pre determine a joint meeting location with Lee County Sheriff’s Office (LCSO), Town, and Fire to make decisions prior to re-entry (consider Department of Transportation (DOT) bridge assessment)
10. Scout hotel and shelter facility parking and establish specified area for department vehicles.
11. Establish locations for members personally owned vehicles (POV’s) to include hotel/shelter location and alternate locations.
12. Prepare reserve apparatus to remain in place on the island.
13. Determine plan for phased closing of fire stations taking into highest profile vehicle (ladder truck), relocation off island early.
14. Establish and distribute maps of apparatus drop off locations (Jet Blue, hotel, shelter, etc.)
15. Establish lists of items to be removed from apparatus upon dropping off at alternate location.
16. Have set times for meetings so employees know when to show up (use the set times as a personal accountability report (PAR)).

Post Hurricane

1. Coordinate the roll call process with Geographic Division.

General

1. Confirm EOC and fire desk, duplicate all disaster related emails to web based email.



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Hurricane Plan Branch Checklist **Life Safety Branch**

Confirmation of Hurricane Season Preparation Activities

1. Pre-storm coordinate sandbag distribution system with Town and notification system.
2. Confirm location for Points of Distribution Sites (PODS).

Hurricane Watch

1. Cancel or reschedule pending code compliance inspections etc. to free up availability of Life Safety personnel
2. Identify new work priorities for Life Safety personnel
3. Prepare press releases throughout pending storm as well as post storm to include generator safety, debris safety, water boil, etc.
4. Pre-storm coordinate sandbag distribution system with Town and notification system.
5. Confirm location of PODS.



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Hurricane Plan Branch Checklist Support Services Branch

Confirmation of Hurricane Season Preparation Activities

1. Confirm heater meals and storage.
2. Confirm re-entry supplies (orange paint, etc.)
3. Prior to the beginning of storm season, review and recommit to hotel and shelter facility agreements.
4. Pre-storm season, confirm shutter equipment operability to include Fire Station 31 plywood.
5. Confirm key personnel manual facility keys for power failure.
6. Prepare wind meter for Battalion Chief vehicle.
7. Create or confirm use of web-based email system for continued communication and contact with Lee County Emergency Operations Center (EOC) primary system. (w/Ops)
8. Confirm distribution and operation of solar cell phone power charges.
9. Establish a master communication plan to include 800, VHF, primary cell phones, 2nd cell phones, and alternate provider cell phones.
 - Deliver to operations in time for Incident Action Plan (IAP) implementation (print in color and laminate for crews)
 - Create roster for key staff only to identify EOC and Fire Desk direct lines (include Town Manager, Mayor, LCSO key personnel, and Fire key personnel)
10. Confirm key personnel have account of GETS cards.
11. Assure adequate supplies are available to correctly protect all files in the event of a storm. Re-order as necessary to assure storage boxes and plastic cover (Visqueen) are available.
12. Check stock of bottled water for all stations. Maintain sufficient bottled water for drinking and cooking for 72 hours. Re-order as necessary.

Hurricane Watch

1. Consider acquisition of box truck to relocate department equipment.
 - Consider equipment to re-establish headquarters at hotel or shelter, as well as equipment that is safe to remain on upper floor of Fire Station 32.
 - Well prior, confirm all generators and alternate fuel storage is at maximum capacity.
2. Create or confirm use of web-based email system for continued communication and contact with the EOC primary system. (w/Ops)
3. Establish a system and key cabinet for remote checking in and checking out of keys to maintain accountability.
4. Confirm total number of and assignment of wireless hotspots.
5. Confirm operability of key staff with assigned back-up cell phone.
6. Confirm distribution and operation of solar cell phone power charges.
7. Procure alternative charging devices for cell phones, laptops, etc. (battery)
8. Consider portable repeater for VHF and 800 to allow communication outside of Lee County antennas.
9. Coordinate obtaining satellite phone with Geographic Division.
10. Coordinate HAM radio back-up equipment.
11. Check the station grounds for loose objects. Pick up and/or secure any loose objects that may present a hazard during a storm.

12. Fill all gasoline, diesel, and propane storage tanks for generators, apparatus, equipment, and fuel cans. Maintain tank levels full for the remainder of the hurricane watch.
13. Check and operate all station apparatus generators.
14. Locate and check all hardware for window shutters, door braces, and flood barriers.
15. Inventory all station janitorial, medical and oxygen supplies and restock as necessary. Place orders as needed.
16. Check stock of bottled water for all stations. Maintain sufficient bottled water for drinking and cooking for 72 hours. Re-order as necessary.
17. Order diesel for generator.

Hurricane Warning

1. Prepare all department apparatus to include staff and prevention vehicles for long term operation (water, food, additional equip.)
2. Consider formalizing access to food through Lee Memorial.
3. Provide tarps to all facilities for equipment to be covered in place (computers, copy machines, file cabinets, etc.)
4. Confirm facility shutdown checklist as well as on-site facility management coordination for key shut offs.
5. Confirm key personnel manual facility keys for power failure.
6. Distribute additional back-up cell phones.
7. Purchase prepaid back-up cell phones on alternate carrier.
8. Establish master communication plan to include 800, VHF, primary cell phones, 2nd cell phones, and alternate carrier cell phones.
 - Deliver to operations in time for IAP implementation (print in color and laminate for crews)
 - Create roster for key staff only to identify EOC and Fire Desk direct lines (include Town Manager, Mayor, LCSO key personnel, Fire key personnel)
9. Confirm key personnel have account of GETS cards
10. Issue GETS cards to the Town, Iona, and LCSO

General

1. Heavy duty rolling racks for supplies to be relocated.



Hurricane Plan Branch Checklist

Finance & Administrative Branch

Confirmation of Hurricane Season Preparation Activities

1. Establish lists of items and equipment to be evacuated from headquarters
2. Establish lists of items to be covered and stay in place at headquarters
3. Prior to storm season, verify key vendor relationships for potential need for disaster including special contact information.
4. Complete hurricane plan review prior to storm season, avoid documentation changes upon pending storm.
5. Consider a system for members to purchase extended family hotel rooms if available.
6. Director of Finance and Administrative Services to coordinate plan for alternate location of headquarters establishment prior to storm impact.
7. Update list of personnel indicating home address and telephone number.
8. Create checklists of office equipment needed (zip ties, plastic bags, masking tape, etc.)

Hurricane Watch

1. Confirm lists of items and equipment to be evacuated from headquarters
2. Confirm lists of items to be covered and stay in place at headquarters
3. Prior to potential public evacuations, make access to District storage units to tarp and prepare files and equipment.
4. Distribute unit logs (FMB Form 607M), coordinate training for entry, and identify start date and time for unit log tracking, as well as documentation retention plan.
5. Five (5) days out from storm, have each member commit to total family sheltering needs.
6. Confirm system for members to purchase extended family hotel rooms if available.
7. Director of Finance and Administrative Services to finalize plan for alternate location of headquarters establishment prior to storm impact.
8. Coordinate with Operations for unit log training to confirm proper reimbursement documentation.
9. Check all electronic equipment (computers, faxes, radios, copy machines, etc.) to assure they can be quickly disconnected and properly stored in the event of a storm.
10. Remind staff to regularly back-up computer work and store in two (2) different locations.
11. Ensure all employees have a valid department photo identification card. (w/Ops)
12. Charge all battery operated equipment. (w/Ops)
13. Finalize and distribute checklists of office equipment needed (zip ties, plastic bags, masking tape, etc.)

Hurricane Warning

1. Create signs for each department apparatus stating, "This vehicle belongs to the FMBFD. We can be contacted at {emergency backup phone numbers} or {2nd redundancy backup number}, followed by vehicles unit designator
 - Confirm signs are created for three (3) sides of the vehicles windows, are laminated or in sheet protectors, and printed on bright paper.
2. Create "closed" signs for all facilities to include emergency backup phone numbers.
3. Determine coordination plan for hotel or shelter check-in and room key/room accountability.
4. Create numbered purchase order books for manual use, and control sheets in the event outages prohibit credit card use.



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Personnel Hurricane Accountability Form

Employee Name: _____

Employee Address: _____

Employee Primary Contact Phone Number: _____

Employee Secondary Contact Phone Number: _____

Emergency Family Member/Friend Contact: _____
*Name**Relationship**Phone Number*

Planned Evacuation Location for Immediate Household Family: _____

Evacuation Location Emergency Contact: _____

Immediate Household Family (*those living in your primary home*) to Evacuate with You:

Due to the limited sheltering space available, if immediate household family members are planning to locate at a District sponsored shelter, a maximum of five (5) immediate household family members (not including the employee) are permitted. Those in excess of five (5) will be assisted in securing other shelter options.

Special Needs of Immediate Household Family in Evacuation Status:

In-Home Pets: _____

Family Vehicles & License Plate Numbers:

Other: _____



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Family Vehicles & License Plate Numbers:

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Emergency Hurricane/Disaster Unit Log
ICS 214

UNIT LOG		1. Incident Name	2. Date Prepared	3. Time Prepared
4. Unit Name/Designators		5. Unit Leader (Name and Position)		6. Operational Period
7. Personnel Roster Assigned				
Name		ICS	Home Base	
8. Activity Log				
Time	Major Events			
9. Prepared by (Name and Position)				



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Incident Check-In List

ICS 211

1. Incident Name:		2. Incident Number:		3. Check-In Location (complete all that apply): ☐ Base ☐ Staging Area ☐ ICP ☐ Helibase ☐ Other					4. Start Date/Time: Date: _____ Time: _____									
Check-In Information (use reverse of form for remarks or comments)																		
5. List single resource personnel (overhead) by agency and name, OR list resources by the following format:								6. Order Request #	7. Date/Time Check-In	8. Leader' s Name	9. Total Number of Personnel	10. Incident Contact Information	11. Home Unit or Agency	12. Departure Point, Date and Time	13. Method of Travel	14. Incident Assignment	15. Other Qualifications	16. Data Provided to Resources Unit
State	Agency	Category	Kind	Type	Resource Name or Identifier	ST or TF												
ICS 211		17. Prepared by: Name: _____ Position/Title: _____ Signature: _____ Date/Time: _____																



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Incident Check-In List ICS 211

Purpose. Personnel and equipment arriving at the incident can check in at various incident locations. Check-in consists of reporting specific information, which is recorded on the Check-In List (ICS 211). The ICS 211 serves several purposes, as it: (1) records arrival times at the incident of all overhead personnel and equipment, (2) records the initial location of personnel and equipment to facilitate subsequent assignments, and (3) supports demobilization by recording the home base, method of travel, etc., for resources checked in.

Preparation. The ICS 211 is initiated at a number of incident locations including: Staging Areas, Base, and Incident Command Post (ICP). Preparation may be completed by: (1) overhead at these locations, who record the information and give it to the Resources Unit as soon as possible, (2) the Incident Communications Center Manager located in the Communications Center, who records the information and gives it to the Resources Unit as soon as possible, (3) a recorder from the Resources Unit during check-in to the ICP. As an option, the ICS 211 can be printed on colored paper to match the designated Resource Status Card (ICS 219) colors. The purpose of this is to aid the process of completing a large volume of ICS 219s. The ICS 219 colors are:

- 219-1: Header Card – Gray (used only as label cards for T-Card racks)
- 219-2: Crew/Team Card – Green
- 219-3: Engine Card – Rose
- 219-4: Helicopter Card – Blue
- 219-5: Personnel Card – White
- 219-6: Fixed-Wing Card – Orange
- 219-7: Equipment Card – Yellow
- 219-8: Miscellaneous Equipment/Task Force Card – Tan
- 219-10: Generic Card – Light Purple

Distribution. ICS 211s, which are completed by personnel at the various check-in locations, are provided to the Resources Unit, Demobilization Unit, and Finance/Administration Section. The Resources Unit maintains a master list of all equipment and personnel that have reported to the incident.

Notes:

- Also available as 8½ x 14 (legal size) or 11 x 17 chart.
- Use reverse side of form for remarks or comments.
- If additional pages are needed for any form page, use a blank ICS 211 and repaginate as needed.
- Contact information for sender and receiver can be added for communications purposes to confirm resource orders. Refer to 213RR example (Appendix B)

Block Number	Block Title	Instructions
1	Incident Name	Enter the name assigned to the incident.
2	Incident Number	Enter the number assigned to the incident.
3	Check-In Location ☐ Base ☐ Staging Area ☐ ICP ☐ Helibase ☐ Other	Check appropriate box and enter the check-in location for the incident. Indicate specific information regarding the locations under each checkbox. ICP is for Incident Command Post. Other may include...
4	Start Date/Time • Date • Time	Enter the date (month/day/year) and time (using the 24-hour clock) that the form was started.



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Incident Check-In List ICS 211

Block Number	Block Title	Instructions
	Check- In Information	Self explanatory.
5	List single resource personnel (overhead) by agency and name, OR list resources by the following format	Enter the following information for resources: OPTIONAL: Indicate if resource is a single resource versus part of Strike Team or Task Force. Fields can be left blank if not necessary.
	• State	Use this section to list the home State for the resource.
	• Agency	Use this section to list agency name (or designator), and individual names for all single resource personnel (e.g., ORC, ARL, NYPD).
	• Category	Use this section to list the resource category based on NIMS, discipline, or jurisdiction guidance.
	• Kind	Use this section to list the resource kind based on NIMS, discipline, or jurisdiction guidance.
	• Type	Use this section to list the resource type based on NIMS, discipline, or jurisdiction guidance.
	• Resource Name or Identifier	Use this section to enter the resource name or unique identifier. If it is a Strike Team or a Task Force, list the unique Strike Team or Task Force identifier (if used) on a single line with the component resources of the Strike Team or Task Force listed on the following lines. For example, for an Engine Strike Team with the call sign "XLT459" show "XLT459" in this box and then in the next five rows, list the unique identifier for the five engines assigned to the Strike Team.
	• ST or TF	Use ST or TF to indicate whether the resource is part of a Strike Team or Task Force. See above for additional instructions.
6	Order Request #	The order request number will be assigned by the agency dispatching resources or personnel to the incident. Use existing protocol as appropriate for the jurisdiction and/or discipline, since several incident numbers may be used for the same incident.
7	Date/Time Check-In	Enter date (month/day/year) and time of check-in (24-hour clock) to the incident.
8	Leader's Name	- For equipment, enter the operator's name. - Enter the Strike Team or Task Force leader's name. - Leave blank for single resource personnel (overhead).
9	Total Number of Personnel	Enter total number of personnel associated with the resource. Include leaders.
10	Incident Contact Information	Enter available contact information (e.g., radio frequency, cell phone number, etc.) for the incident.
11	Home Unit or Agency	Enter the home unit or agency to which the resource or individual is normally assigned (may not be departure location).
12	Departure Point, Date and Time	Enter the location from which the resource or individual departed for this incident. Enter the departure time using the 24-hour clock.
13	Method of Travel	Enter the means of travel the individual used to bring himself/herself to the incident (e.g., bus, truck, engine, personal vehicle, etc.).
14	Incident Assignment	Enter the incident assignment at time of dispatch.



FORT MYERS BEACH FIRE DEPARTMENT

100 VOORHIS STREET · FORT MYERS BEACH, FLORIDA 33931
MAILING ADDRESS: POST OFFICE BOX 2880 · FORT MYERS BEACH, FLORIDA 33932

Incident Check-In List ICS 211

15	Other Qualifications	Enter additional duties (ICS positions) pertinent to the incident that the resource/individual is qualified to perform. Note that resources should not be reassigned on the incident without going through the established ordering process. This data may be useful when resources are demobilized and remobilized for another incident.
16	Data Provided to Resources Unit	Enter the date and time that the information pertaining to that entry was transmitted to the Resources Unit, and the initials of the person who transmitted the information.
17	Prepared by • Name • Position/Title • Signature • Date/Time	Enter the name, ICS position/title, and signature of the person preparing the form. Enter date (month/day/year) and time prepared (24-hour clock).

1. **Requested Motion:**

Meeting Date: September 25, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF THE PROPOSALS RECEIVED FOR TURF, IRRIGATION, AND LANDSCAPE FOR BAYSIDE PARK IN THE AMOUNTS NOT TO EXCEED \$92,050.00 AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Purchases over \$25,000 must be approved by Town Council unless the competitive procurement process is waived.

What the action accomplishes:

Retroactively waives the Town's procurement policy and continues work for repairs to Bayside Park including irrigation, turf, and landscaping.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

The Town worked diligently to repair and open Bayside Park as quickly as possible, with a target initial opening scheduled for September 1, 2023. Due to Hurricane Ian, the irrigation, landscape, and turf needed to be repaired/replaced in order for the park to be open again.

Stahlman-England originally supplied work for the Bayside Park project in 2022 and agreed to meet the deadline of completing the turf, landscape, and irrigation needed by September 1, 2023 and contractors have been more difficult to obtain than normal due to the hurricane.

In order to allow enough time for improvements, Town staff believed it was the in the best interest to proceed with this work and are seeking the retroactive approval from Town Council.

Attachments:

1. 23-120, Ratify Bayside Park Irrigation and Landscape

Financial Impact:

Not to exceed total: \$92,050.00

6. **Alternative Action**

7. **Management Recommendations:**

Retroactively ratify the execution of repair proposals for Bayside Park.

8. **Recommended Approval:**

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

Created/Initiated - 9/13/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

RESOLUTION NUMBER 23-120

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF THE PROPOSALS RECEIVED FOR TURF, IRRIGATION, AND LANDSCAPE FOR BAYSIDE PARK IN THE AMOUNTS NOT TO EXCEED \$92,050.00 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 ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town of Fort Myers Beach has been working diligently on coordinating repairs to the Town's Bayside Park facility; and

WHEREAS, the Town could meet the target opening date for Bayside Park through the use of Stahlman-England to complete irrigation, turf, and landscape work required due to hurricane and storm surge damage to return the park back to previous conditions.

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

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. This Resolution memorializes and ratifies the actions of the Town to sign proposals for the repairs to Bayside Park and waiving of the Town's procurement policy, directing Town staff to continue coordination with these contractors for repairs in the amounts not to exceed \$92,050.00.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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, Councilmember
Bill Veach, Councilmember
Karen Woodson, Councilmember

ADOPTED this 25th day of September 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:**

Vose Law Firm, LLP, Town Attorney

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

1. **Requested Motion:**

Meeting Date: September 25, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN SEPTEMBER 7, 2023 REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF THE PROPOSALS RECEIVED FOR ELECTRIC WORK FOR BAY OAKS RECREATIONAL CAMPUS IN AN AMOUNT NOT TO EXCEED \$177,000; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Bay Oaks Recreational Campus needs the electrical work repaired and replaced to get power to the Recreation building. Without the timely repairs, there would be a delay in opening the Recreation Center.

What the action accomplishes:

Reenergize the Bay Oaks Recreation Campus for use for the residents and guests.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Town is working diligently to repair and open Bay Oaks Recreational Campus, including electricity to the concession area, restrooms and power to Bay Oaks Recreational Center, as quickly as possible, with a target initial opening set for November 1, 2023. Discussions with the local electricians indicated that all of the electric, including the main switch gear, panels, breakers and transformers will need to be repaired due to hurricane and storm surge damage. This scope of work also includes the removal and repair of the existing switch gear, replacing transformers, breakers, electrical panels and performing a MEGR test to Bay Oaks Recreation Center in coordination with electrical repairs around Bay Oaks Campus.

Precision Power has agreed to meet the deadline of completing the electric and site work needed by September 29 , 2023 and contractors have been more difficult to obtain than normal due to the hurricane and supply issues.

In order to allow enough time for improvements, Town staff believed it was in the best interest to proceed with this work and are seeking the retroactive approval from Town Council.

Attachments:

1. 23-119, Ratify Bay Oaks Campus Electric Repairs
2. Electrical Quote for Announcement Stand Switch Gear Room 23119 (2)

Financial Impact:

Not to exceed totals:

* \$177,000 for Precision Power to repair or replace electrical supplies needed to reopen Bay Oaks Recreation Center and surrounding structures.

6. **Alternative Action**

7. **Management Recommendations:**

Retroactively ratify the execution of repairs and replacement proposal for Bay Oaks Recreational Campus.

8. Recommended Approval:

Jeff Hauge, Interim Culture, Parks & Recreation Director
Jeff Hauge, Interim Culture, Parks & Recreation Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 9/13/2023
Approved - 9/13/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

RESOLUTION NUMBER 23-119

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN SEPTEMBER 7, 2023 REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF THE PROPOSALS RECEIVED FOR ELECTRIC WORK FOR BAY OAKS RECREATIONAL CAMPUS IN AN AMOUNT NOT TO EXCEED \$177,000; 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 ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town of Fort Myers Beach has been working diligently on coordinating repairs to the Town's Bay Oaks Recreational Campus facility; and

WHEREAS, the Town is working diligently to repair and open Oaks Recreational Camps, including electricity to the concession area, restrooms and power to Bay Oaks Recreational Center, with a target initial opening of November 1, 2023.

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

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein and are hereby adopted as the legislative and administrative findings of the Town Council.

Section 2. This Resolution memorializes and ratifies the actions of the Town to procure electrical work for the Bay Oaks Recreational Campus and waiving of the Town's procurement policy, directing Town staff to continue coordination with the contractor, Precision Power, for repairs in the amounts not to exceed \$177,000.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this 25th day of September 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:**

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 25th day September 2023.



Proposal

September 7th, 2023

Jeff Hauge and
City of Fort Myers Beach
Jeffhaug15@gmail.com
239-788-7766

Proposal number: 23119
Bid Property: Fort Myers Beach
Announcement Stand Switch Gear Room



Dear Jeff,

Precision Power Electric is pleased to present the following proposal for the Refurbishment of switch gear to like new condition.

- Precision Power Electric will provide labor, equipment, and material to complete the project replacing all electrical components in main switchgear room.
- Remove and Refurbish switch gear, clean, sand blast, and paint exterior panels. Remove ALL internal parts, clean all busways and connection points to a like new condition, provide pictures of all parts, and reassemble. Test continuity, Megger test Switchgear prior to energizing.
\$78,000
- Provide and install (1) replacement 1600amp 480V main circuit breaker for switch gear.
\$23,000
- Provide and install all replacement 480Volt circuit breakers.
\$23,000
- Provide and install (1) new 40 space circuit breaker panel with breakers.
\$10,000
- Provide and install (3) new replacement disconnects for lighting.
\$5000
- Provide and install (1) new replacement 37.5 KVA transformer 480vac- 120-240vac single phase.
\$14,000
- Provide and install (1) new replacement 30 KVA transformer 480vac- 208- 120vac three phase.
\$14,000
- Provide and install (5) new contactor relays for the lighting including photo-cell and override switch.
\$6,000
- Provide and install new LED light fixtures and switches for equipment room.
\$1,000
- Megger and continuity testing on all underground wiring. This also includes 24 labor hours for any troubleshooting that may occur for energizing baseball diamond lighting.
\$5,000



Note: 1 year warranty on workmanship and materials

Price: \$177,000.00 USD

Thank you for the opportunity to offer you this quote. If you have any additional questions, please feel free to contact me.

Sincerely,
Vice President

Mitchell Beyett

Phone: 239-788-3830

Payment Terms

Precision Power Electric agrees to submit invoices, and The City of Fort Myers Beach agrees to pay invoices, in accordance with the invoice and payment schedule below. All payments shall be made at the address indicated on the Precision Power Electric invoice.

A late payment charge of five one-hundredths (.05) of one percent per day (18% per annum, based upon a 360-day year) will be added to any amount not received by

Precision Power Electric on or before the invoice payment date indicated on the payment schedule. Where this rate exceeds the maximum rate permitted by applicable law, the maximum permissible rate will apply.

Terms:

- 50% payment upon signing of contract.
- 40% Upon completion per rough electrical.
- 10% Upon completion of final electrical.
- Please allow 1-3 weeks for any back ordered material to arrive.
- Precision Power Electric is not responsible for back-order materials that are out of our control.

All orders are subject to credit approval by Precision Power Electric

This quote will remain valid for 10 days from the proposal delivery date. In the event this proposal is not accepted prior to this date, the price, schedule and other portions of this proposal may be subject to change. Due to copper pricing in this volatile market.

Customer Signature_____

Date_____

Precision Power Electric Signature_____

Date_____

GENERAL TERMS AND CONDITIONS

This Precision Power Electric Proposal specifically incorporates the following General Terms and Conditions. Collectively the Proposal and these General Terms and Conditions are referred to herein as the "Agreement" between Precision Power Electric and Purchaser. All orders arising from this Proposal and their related terms and conditions are subject to review and approval by Precision Power Electric prior to acceptance.

1. **TAXES:** Unless otherwise indicated, the price does not include any sales, use, excise, value added or similar taxes nor does it include any import or export duties, customs fees or other costs associated with movement of Goods across international borders, and Purchaser shall be responsible for all such taxes, duties or fees, whether or not invoiced by PPE. If taxes, duties or similar fees are included as part of the price and the rate or base of the tax, duty or fee is increased or decreased, Purchaser will pay any increased taxes, duties or fee and PPE will give credit for any tax, duty or fee decrease. Absent written agreement to the contrary, PPE will pay the tax, duty or fee and be reimbursed by Purchaser. In the event Purchaser is exempt from such taxes, duties or fees or should Purchaser elect to pay such taxes, duties or fees directly to the appropriate authority, then Purchaser will provide PPE with a valid tax or exemption certificate or similar document satisfactory in form to PPE.

2. **PAYMENT/SHIPPING TERMS:** Invoices will be issued for the value of the Goods shipped and are due fifteen (10) days from invoice date. Service invoices (including engineering, design, mechanical installation or electrical installation where applicable) may be issued separately and will be based on services performed and/or costs incurred. Such service invoices are due upon receipt by Purchaser.

A late payment charge of five one-hundredths (.05) of one percent per day (18% per annum, based on a 360-day year) will be added to any amount not received by PPE within 15 days of invoice date. Where this rate exceeds the maximum rate permitted by applicable law, the permissible maximum rate will apply.

If this Agreement includes installation, when aggregate payments total 100% of the Agreement price, the remaining. Purchaser will pay the amount within 10 days after PPE's completion of



installation commissioning. However, should there be a dispute about the completion of installation commissioning, then Purchaser shall inform PPE of any claimed defects in the Goods and the amount of the retainer necessary to correct claimed defects will be mutually determined. Purchaser will then pay the final invoice less the determined amount. Purchaser will pay the remaining balance upon correction by PPE of any defects in the Goods as mutually determined. Shipping terms will be F.O.B. Origin, Freight Pre-Pay and Add unless otherwise indicated.

3. **WARRANTY:** Unless otherwise specifically stated in this Proposal, PPE will cover free from defects caused by workmanship for a period of one year from the date of installation.
4. **INSURANCE BY PPE:** PPE will maintain insurance covering its operations as follows:
 - a. Worker's Compensation Insurance as required by the state having jurisdiction over PPE and Employer's Liability with limit of \$1,000,000.
5. **INSURANCE BY PURCHASER:** Purchaser assumes all risk of loss from damage and destruction of the Goods and any applicable installation charges thereof. Such risk of loss will transfer to Purchaser at the F.O.B. point pursuant to the shipping terms of the Agreement, or if not specified, F.O.B. Origin. Purchaser agrees to acquire and
6. **PURCHASER'S RESPONSIBILITIES:** Where installation is to be performed by PPE, Purchaser agrees to:
 - a. Prepare the work site to permit installation and operation of the Goods. Purchaser's responsibility includes structural strength of and any alteration to building, as well as the removal of obstructions.
 - b. Provide necessary access roads, dock areas, suitable for receiving and unloading the Goods, and any available elevator or crane service for the handling of the Goods for PPE's use at the installation site.
 - c. Provide a clear path for the ingress to and egress from the installation site for PPE's personnel and Goods.
 - d. Prior to commencing installation of the Goods, obtain all necessary federal, state and local government licenses or permits.
 - e. Accept responsibility for all excavations, drainage, piling, foundations, masonry and concrete work, concrete lining, steel and other building materials necessary to the installation of the Goods.
 - f. Provide secure, dry, convenient storage for PPE's Goods, tools and materials used on the site. Adequate working space will also be provided by Purchaser for PPE's installation crews.
8. **CHANGE ORDER:** The parties may agree at any time prior to final payment of the Agreement to make additions, deletions, or other revisions by Change Order or Work Order (defined below) without invalidating the Agreement. No such change will be performed by PPE until an approved Change Order or Work Order is executed as provided below.
 - a. When the price, schedule and other conditions relating to the change can be determined prior to the start of work under the change, a document describing this change ("Change Order") will be issued for execution by the parties.
 - b. When the change requires immediate action and the issuance of an executed Change Order with firm price would unreasonably delay the change, Purchaser shall place its signature upon a document authorizing PPE to proceed with the change ("Work Order"). After the change under the Work Order has been completed, PPE will calculate the firm price for the change using actual costs (including overhead and reasonable profit) current at time of performance of the work. Completed Work Order(s) will be incorporated into a Change Order for execution by the parties.Unless expressly modified by a Change Order or Work Order, the provisions of the Agreement and these General Terms and Conditions will govern all work performed under such Change Order or Work Order.
9. **INSTALLATION BY PURCHASER:** The Purchaser is responsible for any improper adjustments, operation, maintenance, repairs or alterations by persons other than PPE.
10. **SAFETY:** Purchaser agrees to train and supervise his operating and maintenance personnel in the proper use of the Goods furnished hereunder in accordance with normally recognized safety requirements, including OSHA, and the American National Standards Institute's "Safety Standards for Conveyors and Related Equipment", ASME B20.1-1996, Section 5 and Addenda (or latest edition). Additionally, when Purchaser installs Goods, Purchaser shall follow proper installation practices as defined in ASME B20.1-1996 and Addenda (or latest edition) or similar authoritative industry standards. Copies of these ANSI Standards can be procured from the American Society of Mechanical Engineers, United Engineering Center, 345 East 47th Street, New York, New York 10017. Further, Purchaser agrees to follow all PPE operating and safety instructions relating to the Goods.
11. **LIENS:** PPE will protect Purchaser as to any lien asserted against Purchaser's property for work, material or services furnished by others at PPE's request when Purchaser makes the payments provided for in the Agreement.
12. **SECURITY INTEREST:** Purchaser hereby grants PPE a security interest in the Goods provided by PPE to secure any and all obligations of Purchaser to PPE under the Agreement including but not limited to the purchase price payable by Purchaser under the Agreement and/or Change Orders and all other amounts now and hereafter owing by Purchaser to PPE hereunder.
13. **DELAYS:** If PPE's performance is delayed or prevented by Purchaser or other cause uncontrolled by PPE (such as acts of God, casualty, labor disturbance, strikes, riots, civil disturbance, inability to obtain supplies or transportation, explosion, flood, fire, power failure, embargos, boycotts, governmental or military action, war, terrorism, or any order modification by Purchaser):
 - a. Purchaser agrees to pay PPE invoices upon notification that the Goods are ready for shipment in accordance with the shipping schedule and to reimburse PPE for expenses incident to such delay including, without limitation, the cost of engineering, the cost of Goods and labor escalations; maintaining, repairing, refurbishing and replacing Goods; and storage, demurrage, and pullout charges from installation site; and
 - b. The time for delivery of the Goods and performance of the services will be extended for a period at least equal to the time lost by reason of the delay, and PPE will not be liable for any damages caused by the delay.
14. **ASSIGNMENT/SUBCONTRACTS:** Purchaser shall not delegate the performance of any obligation hereunder, nor assign any rights arising under the Agreement, to any third person without the prior written consent of PPE. PPE reserves the right to use subcontractors in the performance of any services to be performed by PPE.

15. **LIMITATION OF REMEDIES:** THE AGREEMENT SETS FORTH PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY DEFECT IN OR NON-CONFORMITY OF ANY GOODS OR SERVICES AND FOR ANY NEGLIGENT DESIGN, MANUFACTURE, OR INSTALLATION OF THE GOODS, AND FOR ANY BREACH OF THE AGREEMENT BY PPE. IN NO EVENT SHALL ISD BE LIABLE FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COSTS OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, LOSS OF PRODUCTION, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE. ISD'S MAXIMUM CUMULATIVE LIABILITY UNDER THE AGREEMENT FOR ANY AND ALL CLAIMS, DAMAGES, LOSSES OR LIABILITIES OR THE LIKE OF ANY KIND SHALL NOT EXCEED THE CONTRACT PRICE UNDER THE AGREEMENT. PURCHASER AND ISD AGREE THAT THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS ARTICLE ARE SEPARATE AND INDEPENDENT FROM ANY REMEDIES WHICH PURCHASER MAY HAVE IN THE AGREEMENT AND SHALL BE GIVEN FULL FORCE AND EFFECT WHETHER OR NOT ANY OR ALL SUCH REMEDIES SHALL BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.
16. **PROPRIETARY INFORMATION:** All the information in the PPE Proposal is confidential and has been prepared for the Purchaser's use solely in considering the purchase of the Goods described. Transmission of all or any part of this information to others or Purchaser's use for any other purpose is unauthorized without PPE's prior written consent.
17. **CHANGES IN LAWS AND REGULATIONS.** PPE's prices and timely performance are based on all applicable laws, rules, regulations, orders, codes, standards or requirements of governmental authorities effective on the date of PPE's Proposal. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle PPE to an equitable adjustment in the prices and any time of performance.
19. **MISCELLANEOUS**
- Entire Agreement.** The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, discussions, representations or proposals made between the parties. The terms of this sale are expressly limited to the terms and conditions set forth herein. Any changes, modifications, or additions to the Agreement are binding and enforceable only if made in writing and signed by the respective parties. Any and all terms set forth on Purchaser's purchase order or otherwise proposed by Purchaser are hereby objected to and shall be void unless expressly agreed to in a written document signed by both parties.
- Governing Law.** The Agreement shall be interpreted and enforced in accordance with the substantive laws of the State of Florida without regard to its conflicts of law principles.
- Severability.** The invalidity or unenforceability of any provision of the Agreement or these General Terms and Conditions shall not affect the enforceability or validity of the remaining provisions, and the Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.
- Nonwaiver.** Failure of either party to require performance of any provision shall not affect its right to thereafter require full performance of that provision. The waiver by either party of a breach of any provision shall not constitute a waiver of any subsequent breach or nullify the effectiveness of such provision.
- Captions.** Captions preceding particular Articles are for convenience only and are not to be construed as part of the Agreement or as a limitation of the scope of the Article to which they refer.
- Ambiguities.** Each party and its counsel have participated fully in the review and revision of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting the Agreement.

1. **Requested Motion:**

Meeting Date: September 25, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR FINAL DESIGN, BID PHASE SERVICES, CONSTRUCTION SERVICES AND STAKEHOLDER AND ADMINISTRATIVE SERVICES FOR THE ESTERO ISLAND BEACH TRUCK HAUL PROJECT; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Beach access is impeded by the FEMA berm.

Significant lengths of shoreline segments outside of the Estero Island Shoreline Protection Project (aka beach renourishment) are experiencing tidal and storm flooding of their property.

What the action accomplishes:

Restore ADA access to the more frequented beach accesses.

Construct berm to protect properties that did not qualify for a FEMA berm and are not within the Estero Island Shore Protection Project.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

The Town of Fort Myers Beach suffered catastrophic losses of sand from its beaches and beach accesses due to Hurricane Ian leaving upland properties vulnerable to tidal surge flooding and impeding public access to the beach.

The FEMA Berm project restored elevation to the landward side of the beach, however the slopes of the berm are 1:5 :: Rise:Run, which may impede accesses to disabled individuals. Sand will be trucked in to the landward and seaward sides of the existing berm to create a gentler slope of 1:20 to prepare the beach accesses for mobi mat installation.

In addition, significant lengths of shoreline segments outside of the Estero Island Shoreline Protection Project (aka beach renourishment) are experiencing tidal and storm flooding of their property. Sand will be trucked in to construct a berm to mitigate storm impacts.

Attachments:

1. 23-118, Beach Sand Truck Haul
2. STA 5 Beach Sand Truck Haul

Financial Impact:

The FL Department of Environmental Protection awarded \$917,000 to the Town of Fort Myers Beach for Hurricane Ian beach recovery projects. An additional \$973,000 is expected to be awarded within a month.

The \$1.89M can be used for engineering design, sand purchase, delivery, placement and construction of beach recovery projects.

The cost of Supplemental Task Order #5 of Contract # RFQ-21-09-EN will be 100% paid for by the FDEP Hurricane Ian Beach Recovery grant. No project cost share is required from the Town by this grant award.

6. **Alternative Action**

Do not restore beach accesses and do not construct additional berms to protect property.

7. **Management Recommendations:**

Approve Supplemental Task Order #5 of Contract # RFQ-21-09-EN.

8. **Recommended Approval:**

Chadd Chustz, Environmental Services
Steve Poposki, Community Development Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 9/18/2023
Approved - 9/18/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

RESOLUTION NUMBER 23-118

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR FINAL DESIGN, BID PHASE SERVICES, CONSTRUCTION SERVICES AND STAKEHOLDER AND ADMINISTRATIVE SERVICES FOR THE ESTERO ISLAND BEACH TRUCK HAUL PROJECT; 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 Town of Fort Myers Beach suffered catastrophic losses of sand in its beaches and beach accesses due to Hurricane Ian leaving upland properties vulnerable to tidal surge flooding and impeding public access to the beach, and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested Supplemental Task Order #5 of Contract # RFQ-21-09-EN.

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 approves the Supplemental Task Order #5 of Contract # RFQ-21-09-EN between the Town and Coastal Engineering Consultants, Inc., for \$111,890. A copy of the Supplemental Task Order #5 of Contract # RFQ-21-09-EN is attached hereto as Attachment "A".

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 25th 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 _____, 2023.

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: 5

CONTRACT/PROJECT NAME: Estero Island Beach Truck Haul Project

CONSULTANT: Coastal Engineering Consultants, Inc.

PROJECT NO.: _____

SOLICIT NO.: Estero Island Beach Renourishment

CONTRACT NO.: RFO-21-09-EN

REQUESTED BY: Chadd Chustz, Environmental Project Manager DATE OF REQUEST: 9/14/2023

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: September 14, 2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: September 14, 2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: September 14, 2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: September 14, 2023

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED:

By: Michael C. Hoff September 14, 2023
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

EXHIBIT A

Date: September 14, 2023

SCOPE OF PROFESSIONAL SERVICES

Estero Island Beach Truck Haul Project

1: Final Design and Bid Phase Services

Prepare Construction Plans, Technical Specifications, Contract Documents, Bid Schedule, Schedule of Values, and Special Provisions. Prepare Final Opinion of Probable Construction Cost. Assist Town coordinate bid process, one time. Assist Town prepare responses to bidder questions. Assist Town evaluate bids. Render recommendation for award to the lowest responsive bidder.

2: Construction Phase Services

Assist the Town administer the construction contract. Arrange, prepare for, and attend one (1) pre-construction meeting with the Town, contractor, and appropriate stakeholders designated by the Town Project Manager to discuss the Project construction; develop a Project schedule; review permits, plans, and specifications; identify concerns and issues; and establish lines of communication, and contact people. Review contractor submittals for compliance with contract documents. Attend weekly construction meetings. Conduct site visits during active construction in support of certifying project completion. Based on information obtained during such inspections and on such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the Town informed of the progress of the work. Prepare and submit summary reports of observations. Budget does not include nights or weekend overtime.

Conduct pre- and post-construction surveys and compute volume of sand placed to verify quantities. Set three benchmarks for the Contractor. For the beach access rights-of-way (ROW), surveys shall be taken at approximate 25-foot intervals and points of inflection along each ROW survey baseline plus one centerline and two evenly spaced parallel offsets of the centerline within each ROW. For the berms, surveys shall be taken at approximate 100-foot intervals and points of inflection along the berm survey baseline. Cross sections shall extend a minimum of 10 feet beyond the limits of placed sand to capture the full placement areas. Vertical elevations shall be in feet referenced to the NAVD88. Horizontal distances shall be in feet. Locations shall be specified in Florida State Plane grid coordinates, NAD83. All drawings shall be submitted in electronic format (CADD and PDF). All survey data shall be provided in Easting, Northing, Elevation formatted data files (i.e. XYZ data files).

Conduct Review pay applications and recommend payments.

Construction stakeouts are not included in this scope of work.

The budget is based on a 60-day construction window. Services beyond 60 days shall be provided as additional services.

3: Stakeholder and Administrative Services

Provide technical support services for the Town specific to stakeholder coordination. Coordinate the project team's internal efforts and maintain informal contact with the Town staff. Prepare written monthly progress reports. Provide technical support to the Town with respect to construction easements.

Total Cost (of Job): \$111,890

EXHIBIT B

Date: September 14, 2023

COMPENSATION AND METHOD OF PAYMENT
ESTERO ISLAND BEACH RENOURISHMENT PHASE I

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	Final Design and Bid Phase Services	\$12,520	LS	W.I.P.P.
Task 2	Construction Phase Services	\$95,560	LS	W.I.P.P.
Task 3	Stakeholder and Administrative Services	\$3,810	LS	W.I.P.P.
TOTAL		\$111,890		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 9/14/2023, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 8/29/2023, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: September 14, 2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR
ESTERO ISLAND BEACH RENOURISHMENT PHASE I

Consultant or Sub-Consultant Name: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule Included in Master Contract			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: September 14, 2023

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	Lunch
	Dinner
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

*NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: September 14, 2023

TIME AND SCHEDULE OF PERFORMANCE

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 1	Final Design and Bid Phase Services	90	90
Task 2	Construction Phase Services	75	165
Task 3	Stakeholder and Administrative Services	165	165

EXHIBIT D

2023

Date: September 14,

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

1. **Requested Motion:**

Meeting Date: September 25, 2023

Approve a four year lease agreement with Boxx Modular, waive the Town's procurement policy, and authorize the Town Manager to execute the necessary documentation for the new, temporary Town Hall business complex to be located on the Bay Oaks Campus.

Why the action is necessary:

Approves the final lease agreement with Boxx Modular.

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:**

Frankie Kropacek, Contract &
Procurement Manager

5. **Background:**

On September 28, 2022 Hurricane Ian severely damaged the existing Town Hall facility. Town staff have been scattered amongst various structures (tents, shipping containers, offices, mobile command units, etc.) located on Fort Myers Beach Fire Control District property, made possible by a land use agreement with the fire department. The land use agreement expires in November.

Staff are currently housed in trailers that were initially provided through FDEM. In June, the Town was required to take over the lease payments of the current structures, at the cost of \$44,258.90/month.

Attachments:

1. Boxx Modular

Financial Impact:

This is a four-year lease agreement, with \$29,088.80 due monthly (\$349,065.50/year).

6. **Alternative Action**

Do not approve the lease.

7. **Management Recommendations:**

Approve and authorize the Town Manager to execute the lease documents.

8. **Recommended Approval:**

Frankie Kropacek, Contract & Procurement Manager
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 9/19/2023
Approved - 9/20/2023
Approved - 9/20/2023
Final Approval - 9/20/2023

LEASE AGREEMENT	LEASE AGREEMENT NUMBER	BOXX MODULAR
	MPFL-170904	
	LEASE DATE	
	Sep 13, 2023	

BOXX Modular, Inc., herein referred to as "BOXX" or "Lessor".

This Lease Agreement ("Lease" or "Contract") includes the Cover Pages, the most recent BOXX proposal, the Terms and Conditions, and any BOXX attachments thereto.

LESSEE: Town of Fort Myers Beach
 2525 Estero Boulevard
 Fort Myers Beach, Florida, 33931
 Frankie Kropacek
 fkropacek@fmbgov.com

P.O.

LEASE AGREEMENT DETAILS

LEASE START DATE: Nov 30, 2023	ACCOUNT MANAGER: Jane Collins	PROJECT/SITE INFORMATION: 2731 Oak St.
MINIMUM LEASE TERM: 48 Months (Herein referred to as the "Minimum Commitment")	PHONE: (772) 775-4162	Fort Meyers Beach, FL 33931
RETURNED TO LESSOR AT:	EMAIL: jcollins@boxxmodular.com	SITE CONTACT: Frank Kropacek
		PHONE: 239-955-3612
		EMAIL: fkropacek@fmbgov.gov

The information contained herein is furnished at your request for your personal use only and is to be held in the strictest confidence.

DESCRIPTION OF EQUIPMENT/ SERVICES	QTY	UNIT PRICE	MONTHLY PRICE	TOTAL
24x60 Office	1		\$3,404	\$163,392
24x60 Office	1		\$3,404	\$163,392
36x60 Office	1		\$5,106	\$245,088
48x60 Office	1		\$6,809	\$326,832
Aluminum deck/step/ramps/catwalk	1		\$2,474	\$118,752
Personal Property Fee	1		\$1,498	\$71,904
Standard Building Delivery (Truck & trailer)				
Standard Building Installation (CMU block on ABS pads)				
Vinyl Skirting (Up to 36" high)				
Floor plan reconfiguration				
Deliver & install deck/step/ramp/catwalk				
1x - 36" ADA/IBC switchback ramp 5'4" x 5'4" threshold platform	1	\$306,902		\$306,902
3x - 36" ADA/IBC switchback ramp w/5'4" x 5'4" threshold platform				
1x - ADA/IBC Walkway w/35" ADA/IBC stairway				
1x- ADA/IBC 5'4" x 64' ADA/IBC Walkway with 35" ADA/IBC Stairway				
			Total:	\$1,396,262

Total Amount: \$1,396,262

Sales Tax: Exempt

LEASE AGREEMENT TOTAL: \$1,396,262

TOTAL MONTHLY LEASE PAYMENTS: \$1,089,360

UNIT DETAILS

DESCRIPTION OF UNIT/COMPLEX	LONG SERIAL NO.	SHORT SERIAL NO.	REPLACEMENT VALUE
24x60 Office		Complex	\$145,800
24x60 Office		Complex	\$145,800

36x60 Office		Complex	\$218,700
48x60 Office		Complex	\$291,600

NOTES

ACCEPTANCE: Upon acceptance of this Lease Agreement by the Lessee, it shall become a binding contract subject to the attached general terms and conditions. Where Lessor is responsible for transportation and/or installation, the attached special terms and conditions for transportation and/or installation shall also apply.

Unless otherwise stated, prices exclude all sale taxes, property taxes, licenses, permits, and fees. Delivery and installation prices are based on the site being accessible, level and having adequate drainage. Lessee is responsible for obtaining any building permits and securing local installation and foundation approvals.

Return Transportation and Dismantle amounts are estimates only. Actual charges to be specified at the time of pick-up/dismantle. As applicable, Lessee is responsible for site restoration, including, but not limited to, removal of footings, foundations, decks, ramps, and utilities at the end of the Lease Term.

Payment Terms:

Deposit Due with Signed Lease	Payment Amount
First Month's Rent	\$22,695
Damage Deposit Equal to One Month's Rent	\$22,695
50% of the Delivery and Installation Charges (Plus Tax if applicable)	\$153,451
Balance of Payment for Delivery and Installation is due upon Commencement Date of Lease	\$153,451

NOTICES FOR LESSOR:

BOXX Modular, Inc.
Address: 3475 High River Road, Fort Worth, TX 76155
Attention: Vice President, BOXX Modular, Inc.
Copy to Legal Department Fax: 1.403.237.6421

NOTICES FOR LESSEE:

Town of Fort Myers Beach
Address: 2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Attention: Danielle Felton

ACKNOWLEDGEMENT

Notwithstanding anything to the contrary in this Lease, and in addition to the rights under the force majeure clause in the Terms and Conditions, Lessor and any of its affiliates, shall not be in default of any of its obligations hereunder, and shall not have any liability or be responsible for any claims or damages whatsoever incurred by the Lessee, as a result of the non-performance or any delays in the performance of its service resulting from the unavailability of assets, resources, personnel, labor and support services caused by, directly or indirectly, the COVID-19 pandemic.

Notwithstanding anything to the contrary in this Lease, in the event that any amount is due to Lessor or any of its affiliates by the Lessee or any of the Lessee's affiliates, Lessor shall have the right of set-off against the Lessee for that amount, whether such amount arises pursuant to this Lease, any other contracts between the Lessee and/or the Lessee's affiliates and Lessor, Lessor's affiliates or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement by their duly authorized agents.

Town of Fort Myers Beach ("Lessee")

BOXX Modular, Inc.

Authorized Signature:

Authorized Signature:

Name: Andy Hyatt

Name:

Title: Town Manager

Title:

Date:

Date:

Please sign and return this copy to your sales representative.

LEASE AGREEMENT – TERMS AND CONDITIONS

This Lease Agreement is by and between BOXX Modular, Inc., a corporation organized in the State of Delaware and having its principal place of business located at 3475 High River Road, Fort Worth, Texas 76155 (herein "Lessor") and Lessee. Lessor hereby demises, leases and lets to Lessee and Lessee hereby leases, leases and hires from Lessor, modular building(s) and/or equipment described in the Cover Page(s) ("Equipment") in accordance with the following terms and conditions of this Lease Agreement.

1. **Term.** This Lease shall become effective upon the execution by Lessee and Lessor. Pursuant to Section 3 hereunder, the term of this Lease ("Lease Term") shall commence on the sooner of the date the Equipment is accepted by Lessee or ninety (90) days after Lessee receives notice of the Equipment's availability for delivery. This Lease shall end on the last day of the Initial Lease Term as specified in the Cover Page(s). In the event of any extension or renewal of this Lease, all terms and conditions of this Lease remain unchanged unless mutually agreed to in writing by both Parties.
2. **Lease.** Lessee agrees to pay to Lessor or its assignee the Lease Payments, One Time Charges equal to the amounts specified in the Cover Page(s), and a personal property fee of eight percent (8%) of the monthly Lease Payments. Lease Payments, One Time Charges, and the personal property fee will be due in accordance with the terms specified in the Cover Page(s) and shall continue until all payments are made in accordance with the Lease. If the Lease Term begins on the second day through the last day of any month, the Lease Payments shall be prorated for that portion of the month and shall be paid at the time specified in the Cover Page(s). Any payment(s) received later than ten (10) days from the due date will be subject to a late charge equal to three percent (3%) of the amount due per month until paid by Lessee. The Lease Payments will be payable without notice or demand at the office of Lessor or such other place as Lessor or its assignee may from time to time designate in writing. The Lease Payments and One Time Charges specified in the Cover Page(s) do not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Lease. Lessor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes. In the event of such changes, Lessee shall execute a change order in an amount commensurate with any actual, direct, and documented increase in material costs incurred as a direct result of such changes. Lessor's fee shall not be increased as a result of such cost increases. All payments will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment by the Lessee for any reason whatsoever.
3. **Delivery, Acceptance and Removal.**
 - a. Lessee, at its own expense, unless otherwise agreed herein, will cause the Equipment to be delivered to Lessee at the location specified in the Cover Page(s). The Lease Term will commence at the sooner of: i) the Lessee receives and accepts the Equipment as soon as it has been delivered, installed and operational or upon occupancy if applicable, whichever is the earlier. Lessee will evidence the commencement by executing and delivering to Lessor a Delivery, Acceptance, Indemnification, and Services Certificate in the form provided by Lessor and attached herein as Exhibit A; or, ii) ninety (90) days after Lessor has notified the Lessee in writing that the Equipment is ready to be delivered to the Project Site as provided in Exhibit A and delivery is delayed through no material fault of Lessor.
 - b. Unless purchased by Lessee, Lessor will remove the Equipment from the Project Site at the end of the Lease Term or any Lease Term Extension or in the Event of Default by Lessee, and Lessee agrees to pay Lessor for these services the amount specified in the Cover Page(s) as "Dismantle and Return Freight". Lessee will be responsible for the restoration, if any, of the site.
4. **Damage Deposit.** Lessee shall pay the amount specified in the Cover Page(s) as ("Damage Deposit") to be held by Lessor without liability to Lessee for interest, as security for Lessee's performance of the terms and conditions of this Lease, and in furtherance thereof, Lessee hereby grants to Lessor a security interest in the cash from time to time comprising the Damage Deposit and all proceeds thereof. In the event of Lessee's default, Lessor may apply the Damage Deposit as payment of Lessee's Lease Payment(s), or of Lessor's cost, expenses and attorney fees in enforcing the terms of this Lease and to indemnify Lessor against any damages sustained by Lessor, provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Damage Deposit. In the event all or any portion of the Damage Deposit is applied as aforesaid, upon demand Lessee shall deposit additional amounts with Lessor so that the Damage Deposit shall always be maintained at its original amount. Provided Lessee is not in default hereunder, upon the termination of this Lease, any unexpended balance of the Damage Deposit shall be returned to Lessee.
5. **Warranties.** Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all benefits of the Manufacturer's Warranties, if any, expressed or implied with respect to the Equipment. Except as otherwise provided herein, Lessor grants Lessee its Standard Limited Warranty restricted to the Equipment and Services supplied by Lessor under this Lease. A copy of the Standard Limited Warranty is attached herein as Exhibit C.
6. **Title to Equipment; Security Interest.** During the term of this Lease, title to the Equipment and any and all additions, repairs, replacements or modifications thereof, will rest with Lessor, subject to the rights of Lessee under this Lease. In the Event of Default as set forth in Section 16, Lessee will peaceably surrender possession of the Equipment to Lessor. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and any and all repairs, replacements, substitutions and modifications thereto, in order to secure Lessee's payments and the performance of all other obligations of Lessee under this Lease. If requested by Lessor, Lessee agrees to execute such additional documents including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor that Lessor deems necessary or appropriate to protect its interest in the Equipment and in this Lease.

If the Lessee, mortgagee or a purchaser of the Lessee's property or any creditor of the Lessee refuses to admit Lessor's title to the Equipment, refuses to permit Lessor to retake possession of the Equipment or if the Equipment is lost, stolen, damaged or destroyed: (a) the Lessee shall forthwith upon demand pay to Lessor the then-current full replacement value of the Equipment, which shall be a debt owed by the Lessee to Lessor until paid in full; and (b) this Lease may be terminated immediately by Lessor.
7. **Maintenance and Repairs.** Lessee shall be responsible for the routine cleaning and maintenance of the Equipment and will pay all costs, claims, damages, fees and charges arising out of its possession, occupancy, use or maintenance, whether by its owners, employees, vendors or invitees. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefore. LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF, OR TO LESSEE, LESSEE'S EQUIPMENT, PERSONAL PROPERTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. A copy of Lessee's Maintenance Responsibilities is attached herein as Exhibit B.
8. **Alterations.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.
9. **Location and Inspection.** The Equipment will not be relocated from its initial location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter the Project Site during normal business hours to inspect the Equipment or observe its use and operation. Barring an emergency, Lessor shall give the Lessee forty-eight (48) hours advance notice and shall not enter the Equipment unless in the presence of an employee or agent of the Lessee.
10. **Liens, Taxes, and Utilities.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. In addition to the Lease Payments and One Time Charges, and other sums owed Lessor under this Lease, Lessee shall be solely responsible for the payment of all federal, state, municipal, county, and/or city sales, use, personal property, and all other taxes, including, but not limited to, those taxes levied against (i) the price or value of the Equipment, (ii) its use or operation, (iii) the ownership of the Equipment, (iv) the Lease Payments being paid or, (v) other amounts which result from or arise out of

the parties having entered into the Lease. (Lessor is responsible for its own "Income Taxes" and "Wage Taxes"). Lessee shall be solely responsible to pay all charges and expenses associated with the installation, connection and use of utilities and the eventual disconnection of same. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor thereof.

11. Risk of Loss; Damage; Destruction. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will, immediately place the same in good repair with the proceeds of any insurance recovery applied to cost of such repair. If Lessor determines that the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable replacement cost. In the event that Lessee is obligated to make payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the replacement cost amount to be paid by Lessee with respect to the Equipment which has suffered the event of loss and the Lease shall remain in full force and effect for all remaining Equipment.

12. Force Majeure. Lessor shall not be responsible for delays caused by events which are beyond Lessor's control including, but not limited to, Acts of God, strikes, material shortages, manufacturer delays, weather, epidemics, pandemics, COVID-19, and acts of terrorism certified by government. In the event of delays that are not caused by or the fault of Lessor, an extension of time for completion shall be awarded to Lessor which, in the sole opinion of Lessor, equitably compensates Lessor for such delays.

13. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate of any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

14. Lessee Insurance. During the Lease Term, at Lessee's sole expense, Lessee shall obtain, provide, and maintain insurance coverage for all loss or damage to (i) the real property the Equipment is on, (ii) all personal property, (iii) all Lessee's property, (iv) all Lessor's property and Equipment, and (v) for all injury to persons, including death, in amounts agreeable to Lessor. Such Insurance shall name BOXX Modular, Inc. (located at 717 Constitution Drive, Suite 100, Exton, PA 19341 or 3475 High River Road, Fort Worth, Texas 76155) as the Certificate Holder, and as "Additional Insured" and "Loss Payee", in respect to all Lessor's modular units on the premises. A copy of such policy or certificate evidencing the existence and amounts thereof, including any endorsements, shall be delivered to Lessor within ten (10) days of executing the Lease, but in no event later than two (2) business days prior to delivery of the Equipment. Lessor reserves the right to postpone delivery of the Equipment until such policy or certificate is received by Lessor. Should such Insurance expire, be terminated, or be canceled during the Lease Term, then Lessee shall instantly provide Lessor with written notice of such expiration, termination, or cancellation, and shall immediately renew or replace such Insurance. Failure of Lessee to supply Lessor with such insurance certificates shall be considered a default. Except as provided otherwise in this Lease, Lessee's Insurance coverage shall commence upon the date of delivery of the Equipment, and continue throughout the term of this Lease, until Lessor removes the Equipment from Lessee's site. Nothing stated herein shall be construed to limit Lessee's obligations, covenants, or liability under the Lease.

15. Insurance Coverage and Amounts.

15.1 Lessee shall provide the following types and amounts of insurance, which shall be primary to any insurance coverage carried by Lessor. All policies shall be written on a "per occurrence basis". Special form "All Risk" property insurance for each modular building (Equipment) or, if different, such other form of insurance stipulated in the Cover Page(s). The insurance shall be in an amount not less than Fifty Thousand Dollars (\$50,000.00), per each modular building unit or, if different, such other sum as set forth in the Cover Page(s). The insurance shall name Lessor, and any secured lender of Lessor, as Loss Payees. Coverage shall include theft and 100% replacement cost in like kind and quality, and shall extend to demolition and debris removal as may be required. All proceeds recovered under such insurance, due to the destruction or damage to the modular buildings

(Equipment), shall be paid to and be the sole property of Lessor and/or Lessor's secured lender; and

15.2 Commercial General Liability Policy against claims for bodily injury, death or property damage occurring in, on, or about the modular buildings (Equipment), in the amounts of not less than One Million Dollars (\$1,000,000.00) for bodily injury to, or death of, one person, and One Million Dollars (\$1,000,000.00) for property damage in a single occurrence, with a general aggregate of Two Million Dollars (\$2,000,000.00) or, if different, such other amounts as set forth on Schedule A. Lessee shall provide to Lessor Certificate(s) of Insurance evidencing the required types and limits of coverage as required. Such certificate(s) shall name Lessee as an Insured, Lessor as a Certificate Holder, Loss Payee, and Additional Insured on a primary and non-contributory basis (CG 20 01) respective of the type of loss, and shall expressly waive any and all right of contribution and subrogation against Lessor and Lessor's insurer.

Notice: Lessee is the sole insurer of the Equipment. Certificate(s) of Insurance to be provided by Lessee shall contain a provision that Lessor and Lessor's secured lender, if requested, shall receive the maximum written notice available by the insurance carrier, under the circumstances, prior to any termination, cancellation, or alteration of the policy, but in no event shall such notice be less than thirty (30) days prior to any termination, cancellation or alteration of the terms of such certificate of insurance. Lessee shall provide Lessor, and Lessor's secured lender if requested, with a copy of each Certificate required by this Lease.

16. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or (ii) sublet the Equipment. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment, or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein Lessor will cause written notice of assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.

17. Event of Default. The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; (v) an attachment, levy or execution is threatened or levied upon or against the Equipment; (vi) upon the death or insolvency of any guarantor hereof or any other default under a guaranty agreement of this Lease between the guarantor and Lessor.

18. Remedies. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all unpaid payments and other charges immediately due and payable and to recover the balance of the payments and other charges reserved hereunder, with Lessor retaining title to the Equipment; (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of the Lessee, holding Lessee liable for the balance of Lease Payments and other charges reserved hereunder for the balance of the Lease Term, or residual value of the Equipment exceeds the net amount received by Lessor from such sale or lease; and (iv) exercise any other right, remedy or privilege which may

be available to it under applicable laws of the state of the Equipment location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

19. Confessed Judgment. Additionally, upon the occurrence of an Event of Default, Lessee hereby authorizes any attorney designated by Lessor or any clerk of any court of record to appear for Lessor in any court of record and confess judgment without prior hearing against Lessee in favor of Lessor for, and in the amount of, the unpaid balance of all amounts due, all interest accrued and unpaid thereon, all other amounts payable by Lessee to Lessor under the terms of this Lease or any other agreement, documents, instrument evidencing, securing or guarantying the obligations evidenced by this Lease, costs of suit, and attorney's fees.

20. Indemnity. Lessee, for itself, its successors, assigns and legal representatives, does hereby, now and for the future, agree to indemnify, defend, save and hold harmless Lessor, Lessor's successors, assigns and legal representatives from and against any and all liability, damages and costs of any kind, nature or extent, including attorney's fees from all manner of action, actions, cause or causes of action, claims, proceedings, suits, debts, sums of money, claims, accounts, bonds, bills, specialties, controversies, judgments, assessments, penalties, for or on account of personal injuries, death or property damage, and all demands whatsoever, at law or in equity, arising directly or indirectly out of, or in connection with, Lessee's or any of Lessee's employees, agents, or servants, and including all third parties' use, occupancy or presence in, on or about the Equipment leased hereunder.

In the event Lessee shall receive notice of any claim, suit or action for personal injury, death or property damage, Lessee shall provide prompt written notification thereof to Lessor. In the event of commencement of any suit, action or proceeding, Lessee shall immediately assume the defense of Lessor at its sole cost and expense and shall wholly indemnify Lessor as provided herein.

21. Notices. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, or email, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. The parties intend and agree that a carbon copy, photocopy, electronic scan or facsimile of this document or of any Schedules, related agreements hereunder with their signature thereon shall be treated as an original and shall be binding as an original-signature document for all purposes.
22. Permits and Fees. Unless stated otherwise herein, Lessee shall be responsible, at Lessee's sole expense, to obtain all permits that are associated with and/or required as a result of the parties entering the Lease. Such permits include, but are not limited to, (i) Zoning, (ii) Building, (iii) Utility, (iv) Business, (v) Use, (vi) Occupancy, and (vii) Construction permits.
23. Code Requirements. Lessor shall only be responsible for those federal and state code and/or regulations requirements specifically delineated in the Lease. All costs, including overhead and profit, incurred by Lessor in having to conform to any code and/or regulation or ordinance requirements, other than those specifically stated in this Lease, shall be the sole responsibility of the Lessee. All additional cost(s) shall be added to the Lease price as a Change Order.
24. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
25. Governing Law. This Lease shall be construed in accordance with, and governed by the laws of, the Commonwealth of Pennsylvania. All disputes arising in connection with this Lease, including any question regarding its

existence or validity, shall be resolved by a State or Federal Court of Lessor's choosing.

26. Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease provided there is no cost to the Lessee, the documents comport with Law as approved by Lessee's legal counsel, and the documents do not change the substance of the original transaction.
27. Entire Contract; Waiver. This Lease and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof. If there is a conflict between the terms, conditions or provisions of this Contract and the terms, conditions or provisions of any other document or instrument then the terms, conditions or provisions of this Lease shall prevail.
28. Use of Equipment. The Lessee may possess, occupy and use the Equipment for any lawful purpose consistent with the intended use of the Equipment provided under this Contract and shall comply with all applicable laws and ordinances and pay all claims, damages, fees and charges arising out of its possession, occupancy, use or maintenance. Lessee further agrees to be the sole operator and end user of the Equipment described under this Lease. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee.
29. Filings. The Lessee authorizes Lessor to make Lessor's security interest a matter of public record by filings of any documents Lessor deems necessary for that purpose and Lessor shall be responsible for any costs associated therewith. The Lessee agrees to sign or execute such documents to evidence its consent to such filings as long as there is no cost to Lessee other than those costs included in this Contract and the documents are approved by Lessee's attorney.
30. Financial Statements. If requested by Lessor, Lessee agrees to provide Lessor with a copy of its financial statements, including, but not limited to, the current period within ten (10) days of Lessor making said request.
31. Contract Renewal. The Parties, at the end of the Lease Term, may mutually agree in writing to a "Lease Term Extension". If Lessee wishes to extend the Lease Term, Lessee must notify Lessor, in writing, sixty (60) days prior to the date the then current Lease Term ends. If Lessor agrees to grant such extension, Lessor shall give Lessee, in writing, any new Lease rate and/or other conditions that will become effective under the extended Lease Term when executed by both Parties. The Initial Lease Term, and any Lease Term extension periods, shall be considered the ("Lease Term"). Lessor reserves the right to refuse an extension of the Lease Term. Provided Lessee is not then in default and the Lessee remains in possession of the Equipment after the Lease Term, then this Contract shall automatically renew for an additional twelve (12) month period, and annually thereafter, on the same terms and conditions as set forth herein with the exception of the Lease Payments which shall increase by a minimum of ten percent (10%) or as otherwise quoted to the Lessee in writing by Lessor at or prior to the end of the Lease Term, or each additional renewed term, as applicable.
32. Right of Setoff. Notwithstanding anything to the contrary in this Lease, in the event that any amount is due to Lessor or any of its affiliates by the Lessee or any of the Lessee's affiliates, Lessor shall have the right of set-off against the Lessee for that amount, whether such amount arises pursuant to this Lease, any other contracts between the Lessee and/or the Lessee's affiliates and Lessor, Lessor's affiliates or otherwise.

EXHIBIT A

DELIVERY, ACCEPTANCE, INDEMNIFICATION AND SERVICES CERTIFICATE

Reference is made to the Lease Agreement # MPFL-170904, dated 13 September, 2023 between the undersigned and BOXX Modular, Inc. ("Lessor") calling for 48 monthly payments in the amount of \$22,695 each plus any and all taxes. We are pleased to confirm to you as follows:

1. As of the date of this Certificate all of the Equipment described in the Lease referenced above has been delivered to and received by the undersigned: that all Services or other work necessary prior to the use thereto has been completed; that said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the above referenced Lease, or
2. Pursuant to Section 3.a of this Lease, Lessor notified the Lessee in writing on _____, 20__ that the Equipment is ready to be delivered to the Project Site as provided in the Cover Page(s) to the Lease and delivery has been delayed by more than ninety (90) days through no material fault of Lessor. Should the delay extend beyond ninety (90) days from the date Lessor notified the Lessee then this Lease shall commence with or without Lessee's execution of this Certificate and all terms of the Lease shall remain in full force and effect.

This certificate shall not be considered to alter or amend the terms of the aforesaid Lease.

Dated this _____ day of _____, _____.

Lessee:

Signed:

Printed Name:

Title:

Witnessed:

Witness Printed Name:

EXHIBIT B

LESSEE MAINTENANCE RESPONSIBILITY

As a condition precedent to Lessor granting a Limited Warranty of a modular building (the "Equipment") leased by Lessor, certain routine maintenance of the Equipment is required to be performed by the Lessee. Such "Routine Maintenance" is at the sole expense of the Lessee and includes, but is not limited to, regular janitorial services as needed and the following duties:

1. Change filters on HVAC units every two (2) months, or more frequently if the Equipment is located in a particularly dirty environment. Maintain a log of when the filter changes occur. Clean HVAC coils and inspect units annually. Generators are not to be used, as this can void the warranty on the HVAC units.
2. Ensure all return air registers are open and air passage is not blocked.
3. Clean air ducts every two years or more frequently if located in a dusty environment. Maintain a log of when ducts are cleaned.
4. Report leaks of all types, plumbing or rainwater, immediately to your local branch of BOXX Modular, Inc. or via e-mail to service@boxxmodular.com. If a leak occurs,
 - a. Remove water spillage immediately. Turn off all power if any affected areas contain electrical wiring or lights.
 - b. Immediately dry any wet carpet or tile and other wet surfaces by appropriate methods.
 - c. Depending on the severity of the leak, dehumidifiers may be required to ensure dryness and prevent the growth of mold.
5. Under OSHA guidelines inspect roof(s) periodically and implement the following procedures:
 - a. Clean roof of all debris, especially sharp items such as nails, screws, stones, and tree branches.
 - b. Clean debris from, and unclog as necessary, all scuppers, gutters and downspouts.
 - c. Inspect roofing for visible tears or cracks or loose roofing material.
 - d. Inspect roof penetration flashings and roof termination caulking for cracks.
 - e. Remove snow if any to prevent leaks.
 - f. If any tears, leaks or cracks are found, contact Lessor immediately for instructions and to arrange for repairs.
6. Maintain adequate storm water drainage away from the Equipment and ensure that no water is allowed to pond beneath buildings.
7. Maintain floor coverings in good, safe, serviceable condition:
 - a. Dry or damp mop vinyl covered floors. Do not wet mop vinyl covered surfaces.
 - b. Strip, seal and wax vinyl tile floor covering at least once a year.
 - c. Trim carpet snags/ravels to prevent further carpet damage or creating a tripping hazard
 - d. Do not use tape on carpet to seal rips or frayed/loose seams.
8. Perform additional routine maintenance as required by use or environment:
 - a. Do not staple, tack, tape items to walls or punch holes into walls.
 - b. Replace batteries in smoke detectors/emergency exit lights at least once a year or more frequently if required to maintain them in safe condition. Test all smoke detectors per local code or manufacturer's requirements.
 - c. Replace fluorescent lamps, incandescent bulbs or other lighting as needed.
 - d. Check rain diverters caulking over doors and windows. Re-caulk as needed. If rain diverters do not keep blowing rain from penetrating doors, canopies over doors may be required.
 - e. Caulk siding materials and window frames as needed to prevent water penetration.
 - f. Maintain air conditioning temperature between 70-76 degrees in hot weather during evenings, weekends and holidays to maintain reasonable temperature and humidity in the Equipment and lubricate the equipment. Use programmable T-stats with lock boxes when possible.
 - g. Ensure skirting vents are not blocked at all times.
 - h. Do not remove inspection/data labels from walls, doors, windows and electrical panels.
 - i. Ensure and maintain all necessary pest and animal controls.

FIRE HAZARD WARNING

- i. Maintain a 3' clearance around electrical panels
- ii. Do not overload the electrical outlets
- iii. Do not place objects on top or in front of electric heaters
- iv. Do not block any vent
- v. Clothing and flammable materials should not be stored in closets with electrical panels
- vi. Furnace and water tank closets should not be used for storage

FOR SERVICE, OR IF YOU HAVE A QUESTION, PLEASE CONTACT YOUR LOCAL BOXX BRANCH OFFICE.

EXHIBIT C

STANDARD LIMITED WARRANTY

BOXX Modular, Inc. ("BOXX") grants this restricted Standard Limited Warranty to the Customer. The warranty granted herein is limited to the Equipment and Services provided by BOXX, under the above referenced Contract.

MANUFACTURER'S STANDARD LIMITED WARRANTY: In the case of a Purchase Contract, BOXX will assign all interest held by BOXX, in such Manufacturer's Limited Warranty. In the case of a Lease Agreement, BOXX retains the ownership of the Manufacturer's Warranty, but will provide the benefits of such warranty to the Customer, for whatever warranty period provided under such warranty.

BOXX STANDARD LIMITED WARRANTY: Except as otherwise provided herein, BOXX warrants, under normal use and service, the Equipment and Services BOXX provides, under the above mentioned Contract. BOXX warrants that all Equipment and Services provided by BOXX will be free from defects in material and workmanship for a period of one (1) year from the date of Acceptance or Occupancy of the Equipment, whichever occurs first (Refer to BOXX Scope of Work and Purchase Contract or Lease Agreement). **ALL WARRANTY WORK PERFORMED BY A THIRD PARTY, WITHOUT THE PRIOR WRITTEN APPROVAL OF BOXX, MAY VOID THIS WARRANTY.**

CLAIMS: A valid warranty claim must be submitted to BOXX, within the time allow for such claim under the Contract, and during the warranty period. Redress for a valid warranty claim will be provided within a reasonable time. This warranty is limited to non-union at non-prevailing wages. Warranty service will be performed during daily routine business hours. BOXX will not pay warranty repairs, parts, or replacements, which are made or supplied prior to having received an express written authorization from BOXX.

EXCLUSIVE REMEDIES: The sole and exclusive remedies, under this warranty, are those specifically provided in this Standard Limited Warranty. BOXX's obligation shall be limited solely to replacing and/or repairing defective parts or materials. BOXX neither assumes nor authorizes any person or entity to assume for BOXX any other liability or obligation in connection with this warranty.

EXCLUSIONS FROM COVERAGE: Expressly excluded from this warranty are the following:

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Equipment or Services, including improper service to, and connection of, electric service and other utilities.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any surge, spike or other significant change to the recommended electrical service requirements, excessive water supply pressure, accident, collision, fire, earthquake, flood, or Act of God involving or affecting the Equipment or Services.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Equipment beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or any way related to any repairs, additions, modifications or alterations to the Equipment or the Services, or any components made without the prior express written authorization of BOXX.
- e) Any portion of the Equipment or any materials, components or other aspects of the Equipment that the manufacturer specified as being unwarrantable.
- f) Any items or services that are a part of the routine maintenance of the Equipment including, but not limited to, minor adjustments to doors, cabinets, moldings and similar components once the Equipment has been accepted, re-caulking of windows after acceptance of the Equipment, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure to perform routine maintenance to the Equipment or Services, including the items specified in the preceding subparagraph (f).
- h) (Manufacturer's Warranty only) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Equipment. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by BOXX. If any component specified in this subparagraph proves to be defective and cannot be ordered and replaced by the supplier. BOXX shall assist in obtaining a replacement of the defective component from the supplier, however, BOXX is not responsible for the costs of the replacement (if any), all shipping costs (if any), and the return of the defective component to the supplier thereof. BOXX shall have no liability for labor or service costs associated with any claim pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement, while the Equipment is outside the continental United States of America or Canada.

DISCLAIMER OF OTHER WARRANTIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD LIMITED WARRANTY, BOXX EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF EACH AND EVERY NATURE AND DESCRIPTION, AND EXPRESSLY STATES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL BOXX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

NOTICE OF WARRANTY CLAIMS: All claims made, under this Standard Limited Warranty, must be submitted in writing within the time allowed under the above mentioned Contract and Warranty Period. Forward all claims to: BOXX Modular, Inc., Attn: Warranty Department 3475 High River Rd., Ft. Worth, TX 76155. (1-877-438-8627)

ASSIGNABILITY: This Standard Limited Warranty is not assignable, without the prior written approval of BOXX Modular, Inc.

1. **Requested Motion:**

Meeting Date: September 25, 2023

Declare listed items as surplus and authorize staff to dispose of these items utilizing a municipal government auction service.

Why the action is necessary:

Following policy for declaring items for surplus auction.

What the action accomplishes:

Items identified for surplus auction; efforts to achieve some revenue for item.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The below list presents Town surplus items to be placed for auction. Assets are considered salvage when they are no longer operable and the cost to repair is more than the item is worth. Assets are obsolete when they are no longer being used even if operable because they are outmoded in style or design and replaced by newer technology.

From time to time a department or division will identify Town owned property that is classified as salvage or obsolete. If other departments can find a use for any items in storage, the items can be reassigned. The governing body is required to declare these items surplus and authorize staff to sell them to the highest bidder. Any items that have no buyers will be destroyed. Items will be surplussed and sent to auction once insurance, reimbursement, or other potential funding processes are complete and items are approved for auction. Town staff will be utilizing Royal Auction Group off of Alico Road and/or online at www.Govdeals.com once approved.

Surplus Items:

- New Holland Tractor (damaged during Hurricane Ian and being replaced with insurance and TDC funds)
- Bobcat Skidsteer (damaged during Hurricane Ian)
- Town Hall Trash Compactor (damaged during Hurricane Ian)
- 2014 F-150 (Former Utilities/Stormwater vehicle - broken down)
- Caterpillar Mini excavator (damaged during Hurricane Ian)

Attachments:

Financial Impact:

Proceeds will return to their respective funds.

6. **Alternative Action**

Do not approve and store items.

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 - 9/11/2023
Approved - 9/12/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

1. **Requested Motion:**

Meeting Date: September 25, 2023

Authorize the Town Manager to renew and execute an agreement in the amount of \$45,000 with the Town's State Lobbyist, Ronald L. Book, P.A.

Why the action is necessary:

The current contract for a Town Lobbyist expires on September 30, 2022.

What the action accomplishes:

Provides a lobbyist for the Town for an additional year.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Mr. Book has been representing the Town of Fort Myers Beach on state matters since November of 2017 with many positive results. This agreement will extend his firm's services for another year.

Attachments:

1. Book Renewal Agreement FY24

Financial Impact:

6. **Alternative Action**

Do not renew the contract and hire an alternate Lobbyist.

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 - 9/14/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

PROFESSIONAL SERVICES AGREEMENT RENEWAL

The undersigned parties to that certain Professional Services Agreement entered into between the Town of Fort Myers Beach and **Ronald L. Book, P.A.** originally dated November 21, 2017, and most recently extended and renewed on October 1, 2022, hereby agree, pursuant to Section 2 of the Agreement, to renew the Agreement on the same terms and conditions for a period of one year, commencing on October 1, 2023, and expiring on September 30, 2024. Those terms and conditions are reflected in the prior agreement that is attached hereto and incorporated herein by reference as Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement Renewal on the dates set forth below.

TOWN OF FORT MYERS BEACH

Ronald L. Book, P.A.

By: _____
Andrew Hyatt, Town Manager

By: _____

DATE: _____

Title: _____
DATE: _____

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

Gretchen R. H. "Becky" Vose, Town Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
TOWN OF FORT MYERS BEACH
AND
RONALD L. BOOK, PA**

THIS AGREEMENT is made and entered into between Ronald L. Book, P.A., a Florida limited liability company, (hereinafter the “Consultant”), and the **TOWN OF FORT MYERS BEACH, FLORIDA**, a Florida municipal corporation, (hereinafter the “Town”).

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon a scope of services and fee for legislative consulting services on behalf of the Town before the Florida Legislature, the executive branch of the Florida government, and various regional and local governments; and

WHEREAS, the Town desires to engage the Consultant to perform the legislative consulting services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows.

1. Scope of Services/Deliverables.

- 1.1 Consultant shall provide legislative consulting services on behalf of the Town before the Florida Legislature, the executive branch of the Florida government, and various regional and local governments.
- 1.2 Specifically, Consultant shall provide the following services:
 - 1.2.1 No less than once a year, in person, meet with the Town Council and staff to assist the Town in developing a legislative program.
 - 1.2.2 Monitor and report on all state agency programs of interest to the Town, including any programs that could be helpful in funding, planning and operating the Town.
 - 1.2.3 Represent Town’s interests before the Florida legislature and any executive branch body and any other entity that could be of benefit to the Town’s interests.
 - 1.2.4 Monitor and track all legislation of interest to the Town.
 - 1.2.5 Provide no less than monthly reports during the legislative session and quarterly reports during the non-session months to the Town Manager and Town Attorney on all legislation being tracked. Such reports will be electronically transmitted to the Town Manager and Town Attorney.

1.2.6 Host Town officials during the legislative session in Tallahassee and arrange all appropriate meetings.

1.2.7 Attend staff meetings, workshops or Council meetings in Fort Myers Beach at the Town Manager's request.

2. **Term/Commencement Date.**

2.1 This Agreement is effective upon execution by both parties. The initial term is from October 1, 2020 through September 30, 2021 unless earlier terminated in accordance with Paragraph 8. The agreement can be extended by mutual consent of the Consultant and Town Council.

3. **Compensation and Payment.**

3.1 For all professional services provided by Consultant described in Section 1, the Town shall pay Consultant an annual fee of \$45,000.00, payable in four (4) equal quarterly installments of \$11,250.00.

3.2 Consultant shall be entitled to reimbursement of expenses incurred as a result of its representation of the Town. Such expenses may include use of on-line legislative and legal resources, copying and facsimile charges, postage and overnight delivery charges and other expenses directly related to representation of the Town. However, the total of such charges shall be capped at \$5,000 per year.

3.3 Consultant shall be reimbursed by the Town for reasonable travel expenses provided such expenses are pre-approved by the Town Manager in writing. If Consultant is traveling on behalf of several clients, the Town shall be charged only its pro-rated portion of the costs incurred.

3.4 Reimbursement of costs and travel expenses shall be paid by the Town to the Consultant upon approval of an invoice, including appropriate receipts and back-up documents.

3.5 Payments and reimbursements due under this section shall be paid by the Town pursuant to the Florida Prompt Payment Act.

3.6 If a dispute should occur regarding an invoice submitted, the Town Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Town Manager whose decision shall be final.

4. **No Subconsultants or Assignment.**

- 4.1 Although this Agreement is with Consultant, the parties understand that the services of Consultant are personal in nature and that the following members of Consultant's firm shall be designated by Consultant to perform services under this Agreement is Ronald L. Book.
- 4.2 In the event that any member of the firm can no longer perform services under this Agreement, Consultant shall immediately notify the Town Manager and the Town Manager shall have the right to immediately terminate this Agreement.
- 4.3 This Agreement shall not be subject to assignment by Consultant without prior written consent of the Town.

5. **Town's Responsibilities**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Town.

6. **Consultant's Responsibilities**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the work under this Agreement as is ordinarily provided by a professional under similar circumstances.

7. **Conflict of Interest.**

- 7.1 Consultant shall not be prohibited from representing or providing the like services to other persons and entities other than the Town, so long as Consultant shall avoid any representation or relation that would create a conflict of interest, as determined by the Town Attorney and Town Council.
- 7.2 Consultant shall not take on any client or matter, which would jeopardize Consultant's ability to devote the time, resources, and effort necessary to fulfill its obligations to the Town.

8. **Termination.**

- 8.1 Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other.
- 8.2 The Town may terminate this Agreement immediately with cause.

- 8.2 Upon receipt of the Town's written notice of termination, Consultant shall stop all work on behalf of the Town unless directed otherwise in writing by the Town Manager.
- 8.3 In the event of termination, the Town shall be obligated to pay the Consultant only for approved fees and costs incurred by the Consultant prior to the date of termination. If the Consultant has already received the quarterly fee payment, the Consultant shall refund a pro-rated percentage of the fee back to the Town.

9. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the Town Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the Town Manager, the insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. The insurance coverages shall include a minimum of:

- 9.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law. Consultants with Worker's Compensation exemption shall not hold Town liable for employee injury or claims.
- 9.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$100,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 9.3 Professional Liability. The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$1,000,000.
- 9.4 Certificates of Insurance shall be provided to the Town at the time of execution of this Agreement and certified copies provided if requested. Certificates of Insurance shall include the Town as additional insured or certificate holder. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement each party shall be responsible for its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

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13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Roger T. Hernstadt, Town Manager
Town of Fort Myers Beach, Florida
2525 Estero Boulevard
Fort Myers Beach, Florida 33931
239-765-0202

For The Consultant: Mr. Ronald L. Book, President
Ronald L. Book, P.A.
18851 NE 29 Ave., Ste. 1010
Aventura, FL 33180
305-935-1866

14. **Governing Law.**

- 14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Lee County, Florida.

15. **Entire Agreement/Modification/Amendment.**

- 15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

- 16.1 All records, books, documents, papers and financial information (the "Records") that result from the Consultant providing services to the Town under this Agreement shall be the property of the Town.
- 16.2 The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 16.3 The Town may cancel this Agreement for refusal by the Consultant to allow access by the Town Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Severability.**

- 17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

- 18.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Compliance with Laws.**

- 19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

20. **Waiver**

- 20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions**

- 21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. **Prohibition Of Contingency Fees.**

- 22.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. **Counterparts**

- 23.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Town, signing by and through its Town Manager, attested to by its Town Clerk, duly authorized to execute same and by Consultant by and through Ronald L. Book, who has been duly authorized to execute same.

JF

ATTEST:

TOWN OF FORT MYERS BEACH:


Michelle Mayher, Town Clerk

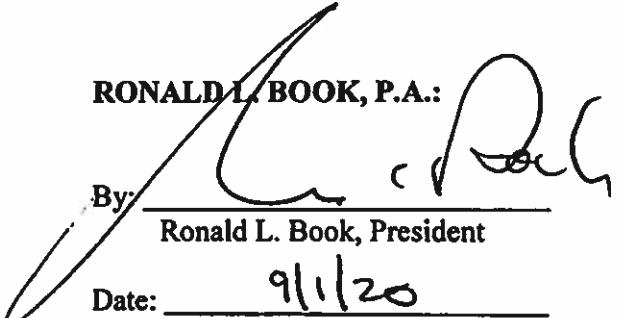
By: 
Roger T. Hernstadt, Town Manager

Date: 09/29/2020

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA ONLY:


Town Attorney

RONALD L. BOOK, P.A.:

By: 
Ronald L. Book, President

Date: 9/1/20

1. **Requested Motion:**

Meeting Date: September 25, 2023

Authorize the Town Manager to execute renewal #1 of 2 to the firms contracted under RFQ-20-22-AD, Ongoing Misc. Professional Services.

Why the action is necessary:

Provides continued services as needed by the Town

What the action accomplishes:

Renews Professional Service Agreements for an additional one year period.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

In 2020, the Town issued a Request for Qualification in accordance with CCNA rules for Ongoing Professional Services. The qualification categories were for Water Resources, Architectural Design, Stormwater, Water Distribution including Lift and Pump Station Design, Surveying Services, Landscape Architect, Community & Neighborhood Improvements, Electrical Systems, Structural Systems, Geo-Technical Analysis, Civil Engineering, Development and Building Services, Transportation Planning & Traffic Engineering Services, Planning/Zoning and Historical Restoration.

The list was comprehensive, and the review process extensive, which resulted in the Town contracting with 28 firms to perform services as needed. The original contracts have two additional 1-year renewals. This is renewal #1 of 2. If the extensions are granted by the Town Council, the recommended renewals and contracts will effectively expire September 30, 2024. The firms currently under this RFQ are: ADA Engineering Inc., Agnoli Barber Brundage Inc., AIM Engineering & Surveying Inc., Axis Infrastructure LLC, Ayres Associates Inc., Burt Hill/Pollock Kreig Architects Inc., Calvin Giordano & Assoc. Inc., CAP Gov't Inc., CES (now Haley Ward Inc.), Connect Engineering LLC, CPH Inc., David Douglas Assoc. Inc., Encompass Services LLC, Ensite Inc., GFA Int'l (now Universal Engineering Sciences LLC), Hyatt Surveying Services Inc., JR Evans Engineering PA, LBYD Inc., McKim & Creed Inc., McLaren Technical Services Inc., Moffatt & Nichol Inc., RADISE Int'l, RF Architects PA, The Tamara Peacock Company Architects of Florida, Tetra Tech Inc., TLC Engineering Solutions Inc., TRC Worldwide Engineering Inc. and The Weiler Engineering Corp.

Attachments:

1. Categories
2. Renewal 1 of 2

Financial Impact:

6. **Alternative Action**

Do not approve renewals and re-bid through the CCNA process

7. **Management Recommendations:**

Approve the renewals

8. Recommended Approval:

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

Created/Initiated - 9/15/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

SCOPE OF WORK

The following is a nonexclusive list of the Types of Work the Town of Fort Myers Beach may utilize from time to time. Each Type of Work states the minimum requirements to be qualified by the Town of Fort Myers Beach.

Code Type of Work

101 Water Resource

Requires engineering expertise in planning, design, permitting, bidding, construction administration, long term loan and grant funding programs in connection with Water Resources as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Water Resources.

102 Architectural Design

Requires architectural expertise in planning, designing, permitting, bidding and construction administration phases of service in Architectural Design. The firm must employ at least one architect, registered with the Florida State Board of Architecture and Interior Design. Additionally, the firm must have knowledge of current rules and regulations of local, state and federal agencies as applicable.

103 Stormwater

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Storm Water Design, as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Storm Sewer.

104 Water Distribution, Including Lift and Pump Station Design

Requires engineering expertise in long term loan and grant funding programs, planning, designing, permitting, bidding, and construction administration phases of service for Water Distribution, as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of gravity and pressure systems.

105 Surveying Services

Requires surveying expertise in the preparation of Boundary, Topographic and Right of Way Surveys and Sketch and Legal Descriptions in conformance with the Florida Minimum Technical Standards. The firm must employ at least one land surveyor, registered with the Florida State Board of Land Surveyors, having at least one year of land surveying experience acting as responsible in charge. The consultant must employ and list sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work.

106 Landscape Architect

Requires expertise in planning designing, permitting, bidding and construction administration phases of service for Landscape Architecture, including design of Community Parks and Streetscape. The firm must employ at least one landscape architect, registered with the Florida State Board of Landscape Architecture. Additionally, the firm must employ sufficient personnel to provide services normally associated with this type of work.

107 Community and Neighborhood Improvements

Requires engineering, architectural or landscape architectural expertise in planning, designing, permitting, bidding and construction administration phases of service for various neighborhood improvements, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all land use and building code provisions. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers or at least one professional architect, registered with the Florida State Board of Professional Architects and Interior Design or at least one professional Landscape Architect, registered with the Florida State Board of Landscape Architecture, having training and experience in the area of Community Parks and Streetscape.

108 Electrical Systems

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with electrical systems as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Electrical Systems.

109 Structural Systems

Requires engineering expertise in planning, designing with an emphasis on hurricane resistant design, permitting, bidding and construction administration services in connection with structural design, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Structural Systems.

110 Geo-Technical Analysis

Requires engineering expertise in connection with Geo-Technical Analysis. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having demonstrated experience in the activities normally associated with this work. The consultant must employ and list sufficient staff to undertake the requirements normally associated with this type of work and must document the availability of proper equipment to perform this work.

111 Civil Engineering

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with Civil Engineering as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in this general area.

112 Development and Building Services

Requires engineering expertise with review of property development proposals and construction design plans. Must be familiar with local land development code and Florida Building Code, including plan reviews and inspection services for all professional disciplines. Development order review services, for all disciplines.

113 Transportation Planning and Traffic Engineering Services

Requires engineering expertise in planning, design and operation of traffic control devices to provide technical support and engineering recommendations on traffic engineering and related issues. Services shall include but are not limited to; traffic data/counts, traffic models, signal operations, traffic monitoring, traffic analysis, roadway safety assessment, ITS applications, traffic operations improvements, traffic calming, roadway lighting and traffic control device assessment.

114 Planning / Zoning

The selected individual/firm will work with Town staff to provide expertise in the detailed review of development projects (including projects seeking rezoning) and their consistency with all local, state and federal requirements; preparation of Land Development Code Regulations; preparation of Comprehensive Plan Amendments; Floodplain Management review; Community Rating System review and preparation; Risk-map assessments; oversight of projects through all local, state and federal application processes and approvals to ensure adherence to all Town codes as well as public and Town Council concerns. The individual/firm will prepare staff reports and make presentations to the Local Planning Agency and Town Council. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in site development. The firm must also employ at least one member who is certified through AICP. The firm must employ at least one Certified Floodplain Manager.

115 Historical Restoration

Requires experience in historical restoration projects according to the Secretary of the Interior's Standards for Rehabilitation of Historical Structures.

116 Archaeological Services

Requires experience and registration in the State of Florida, Division of Historical Resources for archaeological services. Must comply with State Standards and Resource Protection.

117 Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use regulations and expertise in local wildlife programs, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. Expertise in document creation and progress reporting. A degree in Environmental Biology or similar field is desirable from at least one staff member (experience may be substituted for degree) with experience reading blueprints, site plans and be able to communicate with applicants regarding requirements if so needed. Knowledge of water quality issues, including common plants and plankton and familiarity with testing procedures and laboratory analysis of water quality is required. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Environmental Assessments.*

* Contamination assessment and radiation projects are not included within this Scope of Work, and if needed, would be bid separately at a later time.

118 Marine Engineering

Requires expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. Expertise in document creation and progress reporting. Experience in reading blueprints and site plans and be able to communicate with applicants regarding requirements if so needed. Knowledge of water quality issues, including common plants and plankton and familiarity with testing procedures and laboratory analysis of water quality is required. The firm must employ at least one professional engineer, registered with the Florida State Board of professional Engineers, having training and experience in the area of marine design.

119 Geographical Information System

Requires Geographic Information System (GIS) support services and experience including familiarity with custom GIS applications for Capital Improvement Plans (CIP), As-built Document Retrieval, Map Gallery, and other business functions, Technical requirements including an understanding of relational database design, Command-line SQL capability, including the ability to construct triggers and stored procedures, demonstrated knowledge of PHP, HTML5 and CSS2, and the use of those tools to link tabular and spatial data sets. Support for geospatial data and applications that provide GIS integration with existing business applications and other enterprise databases e.g. the Lee County Tax Parcel data, for use within existing GIS applications. This would include OSSI, CIP, Asset Management, addressing, etc. with technical experience with GIS data structures and links to external data sets, thorough understanding of current addressing practice, especially the Federal Geographic Data Committee (FGDC) data content standard, the United States Thoroughfare, Landmark and Postal Address Data Standard.

PROFESSIONAL SERVICES AGREEMENT RENEWAL

The undersigned parties to that certain Professional Services Agreement entered between the Town of Fort Myers Beach and _____ originally dated October 1, 2020, hereby agree, pursuant to Section 3 of the Agreement, to renew the Agreement on the same terms and conditions for a period of one year, commencing on October 1, 2023, and expiring on September 30, 2024. Those terms and conditions are reflected in the prior agreement that is attached hereto and incorporated herein by reference as Exhibit A. There is one additional one-year renewal option remaining upon written agreement.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement Renewal on the dates set forth below.

TOWN OF FORT MYERS BEACH

By: _____
Andy Hyatt, Town Manager

By: _____

Title: _____

DATE: _____

DATE: _____

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

Vose Law Firm, LLC, Town Attorney

1. **Requested Motion:**

Meeting Date: September 25, 2023

Approve two Supplemental Task Authorizations for FY24 exceeding \$25,000 for Professional Services for Community Development in the areas of Planning/Zoning and Building Services, and authorize the Town Manager to execute the required documentation.

Why the action is necessary:

These contracts will provide needed professional services for Community Development in the areas of Building Services, Planning/Zoning, and Environmental Services.

What the action accomplishes:

This will provide professional services for the Town in the areas of Building Services, Planning/Zoning, and Environmental Services for FY24. These contracts, if approved, would be approved to begin at the start of the fiscal year, October 1, 2023 through September 30, 2024.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The following STAs exceed \$25,000 and therefore require Town Council approval:

In accordance with RFQ-20-22-AD, approve STA # 10 with Axis Infrastructure (Jason Green & Sarah Propst) in the not to exceed annual amount of \$186,880 for Professional Services in the area of Planning/Zoning and authorize the Town Manager to execute the required documentation.

In accordance with RFQ-20-22-AD, approve STA # 2 with GGA Inc. (Building Official, Plans Review, Building Inspector) in the not to exceed annual amount of \$325,000 for Professional Services in the area of Building Services and authorize the Town Manager to execute the required documentation.

Attachments:

1. STA 10 Axis Infrastructure FY24
2. CGA STA 2 FY24 services

Financial Impact:

6. **Alternative Action**

Do not approve

7. **Management Recommendations:**

To approve the three STAs with Axis Infrastructure, and GFA International, Inc for FY24.

8. **Recommended Approval:**

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

Created/Initiated - 9/18/2023
Approved - 9/19/2023
Approved - 9/19/2023
Final Approval - 9/19/2023

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

 X Supplemental Task Authorization

NO.: STA # 10

CONTRACT/PROJECT NAME: Technical Support, GIS, and Special Project Management for FY23/24

CONSULTANT: Axis Infrastructure

PROJECT NO.: _____

SOLICIT NO.: RFQ-20-22-AD

CONTRACT NO.: _____

REQUESTED BY: Steve Poposki / Comm, Services DATE OF REQUEST: September 25, 2023

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: September 25, 2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: September 25, 2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: September 25, 2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: September 25, 2023

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____ Date _____ By: _____ Date _____
Department Director Contracts Manager

ACCEPTED: Axis Infrastructure

By: _____ Date _____
Consultant/Provider

TOWN APPROVAL:

By: _____ Date _____ By: _____ Date _____
Town Manager Town Attorney

Date to Proceed: _____

Cost of STA: N.T.E. \$ 186,880.00

Date: September 25,2023

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

Technical Support, GIS, Special Project Management
Workforce Housing and Comprehensive Plan/LDC Support

Overview

STA NO. 9: Technical Support, GIS, Special Project Management, Workforce Housing and
Comprehensive Plan/LDC Support for remainder of FY23

The following services will be provided by Axis Infrastructure:

1. Planning and Zoning staff, permit review, and technical analysis as required by the Comprehensive Plan and Land Development Code.
2. Coordination with Town departments and staff, advisory boards, and public hearings.
3. Coordinate special projects, manage Comprehensive Plan and LDC rewrite, manage GIS resource and other assets.
4. Coordinate with Town Management and Town Council to develop housing strategies and support Comprehensive Plan update efforts.

Hourly Breakdown:

Community Development Director Hourly @ 95/hour
Planner Hourly @ \$78/ hour
Senior Planner @ \$140/hour

Total Cost (of Job): N.T.E. \$186,880.00

EXHIBIT BDate: September 25,2023COMPENSATION AND METHOD OF PAYMENT FORTechnical Support, GIS, and Special Project ManagementSection 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	Technical Support Community Development		NTE	WIPP
#2	Workforce Housing: Comprehensive Plan/LDC Support		NTE	WIPP
TOTAL (Unless list is continued on next page)		\$186,880.00	NTE	

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated September 27, 2021, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto September 27, 2021, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: September 25, 2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR Technical Support,
GIS, and Special Project Management

Consultant or Sub-consultant Name: Axis Infrastructure
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Senior Planner / Manager	\$53.00	2.18	\$120
Planner	\$36.50	2.74	\$100
Standard Rate Schedule As Included with Proposal			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

****NOTE:** Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: September 25, 2023

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR Technical Support, GIS,
and Special Project Management

CONSULTANT OR SUB-CONSULTANT NAME: Axis Infrastructure
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: September 25,2023

TIME AND SCHEDULE OF PERFORMANCE FOR

JOB NAME – Fiscal 2023 Technical Support, GIS, and Special Project Management

This EXHIBIT “C” establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1-3	Technical Support, GIS, and Special Project Management	FY 2024	FY 2024
#4	Workforce Housing and Comprehensive Plan/LDC Support	FY 2024	FY 2024

EXHIBIT D

Date: September 25, 2023

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
Technical Support, GIS, and Special Project Management

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

X Supplemental Task Authorization

NO.: STA # 2

CONTRACT/PROJECT NAME: FY24 Building Services

CONSULTANT: Calvin, Giordano & Associates

PROJECT NO.: _____

SOLICIT NO.: RFQ-20-22-AD

CONTRACT NO.: _____

REQUESTED BY: Daphnie Saunders / Comm Services DATE OF REQUEST: 09/25/2023

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: September 25, 2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: September 25, 2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: September 25, 2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: September 25, 2023

It is understood and agreed that the acceptance of this modification by the
CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED: Calvin, Giordano & Associates

By: _____
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

By: _____
Town Attorney Date

1. Cost of STA: \$ NTE \$325,000

Date: September 25, 2023

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES
FY24 Building Services

Overview

STA NO. 2 FY 24 Building Services from October 1, 2023 through September 30, 2024

The following services will be provided by Calvin, Giordano & Associates:

- | | |
|-----------------------------|------------------|
| 1: Building Official | \$115/Hr. |
| 2: Plans Examiner | \$90/Hr. |
| 3: Inspector | \$90/Hr. |

Total Cost (of Job): NTE: \$325,000.00

EXHIBIT BDate: September 25, 2023COMPENSATION AND METHOD OF PAYMENT FOR
FY24 Building ServicesSection 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	FY 24 Building Services	\$325,000.00	LS	WIPP
TOTAL (Unless list is continued on next page)		\$325,000.00	LS	

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated October 01, 2020 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto October 01, 2020 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: September 25, 2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
FY 23 Building Services

Consultant or Sub-consultant Name: Calvin, Giordano & Associates
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule As Included with Proposal			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: September 25, 2023

**NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
FY24 Building Services**

CONSULTANT OR SUB-CONSULTANT NAME: Calvin, Giordano & Associates
(A separate Attachment No. 2 should be included for each Sub-Consultant)

[illegible]

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: September 25, 2023

PTIME AND SCHEDULE OF PERFORMANCE FOR
FY24 Building Services

This EXHIBIT "C" establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
#1	Building Services FY24	Ongoing	Ongoing

EXHIBIT D

Date: September 25, 2023

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S) FOR
FY24 Building Services

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

1. **Requested Motion:**

Meeting Date: September 25, 2023

Authorize the Town Manager to execute a 5-year agreement with Flock Safety to continue license plate reader services for the Town for an additional term with increased cost savings.

Why the action is necessary:

Total contract price is above \$25,000 and requires Town Council approval for execution.

What the action accomplishes:

Provides a long-term subscription agreement for a cost savings of \$15,000 over 5 years.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Town Council adopted Resolution 22-08 approving an Agreement between the Town and Flock Group, Inc. to provide automatic license plate detection software and hardware to monitor the Town's sidewalks, shared use paths, streets, and roads in an amount not to exceed \$15,000 annually after initial setup on March 7th, 2022. At full operational capacity, the Town has six cameras located at both entrances to the island and in the downtown area.

Flock Safety has proposed a 5-Year agreement with the Town with a camera price to be locked into our previous \$2,500 price for the next 5 years, giving the Town an annual cost saving of \$3,000 or \$15,000 over the course of the contract if the Town Council is interested in continuing services for that timeframe.

If the Town does not want to sign an extended contract, the Town will continue to pay a camera subscription price of \$3,000 per camera annually unless the contract is amended or terminated.

Attachments:

1. Town of Fort Myers - Flock 5 Year Contract
2. 22-08, Approving Agreement between Town and Flock Group for License Reader Cameras
3. The Town of FMB 5-3-2022

Financial Impact:

\$18,000 annually or \$75,000 for 5 years

6. **Alternative Action**

Do not approve the extended agreement and continue paying annually for the services or cancel services.

7. **Management Recommendations:**

Authorize the Town staff to execute the attached agreement and continue services for an additional 5 years.

8. **Recommended Approval:**

Jason Freeman, Public Works Director

Created/Initiated - 9/11/2023

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

Approved - 9/14/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

**Flock Safety + FL - Town of Fort Myers
Beach**

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Stephen Johnston
stephen.johnston@flocksafety.com
(470) 627-5704



EXHIBIT A
ORDER FORM

Customer: FL - Town of Fort Myers Beach
Legal Entity Name: FL - Town of Fort Myers Beach
Accounts Payable Email: jasonf@fimb.gov.com
Address: 2525 Estero Boulevard Fort Myers Beach,
Florida 33931

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$15,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$15,000.00
Annual Recurring Subtotal:	\$15,000.00
Discounts:	\$15,000.00
Estimated Tax:	\$0.00
Contract Total:	\$75,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$15,000.00
Annual Recurring after Year 1	\$15,000.00
Contract Total	\$75,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$15,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: FL - Town of Fort Myers Beach

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

RESOLUTION NO. 22-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN AGREEMENT BETWEEN THE TOWN AND FLOCK GROUP, INC. FOR THE PROVISION OF SOFTWARE AND HARDWARE FOR AUTOMATIC LICENSE PLATE DETECTION THROUGH FLOCK'S TECHNOLOGY PLATFORM IN AN AMOUNT NOT TO EXCEED \$15,000 ANNUALLY; AUTHORIZING THE TOWN MANAGER TO EXECUTE RELATED DOCUMENTS AND EXPEND BUDGETED FUNDS; 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 ("Town") empowers the Town to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town wishes to enter into an agreement ("Agreement") with Flock Group, Inc. ("Flock") for the provision of software and hardware for automatic license plate detection through Flock's technology platform in an amount not to exceed \$15,000 annually; and

WHEREAS, the Town finds that it is in the best interests of the health, safety, and welfare of the Town's residents and visitors to enter into the Agreement with Flock to provide automatic license plate detection software and hardware to monitor the Town's sidewalks, shared use paths, streets, and roads.

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

Section 1. The above recitals are true and correct, and incorporated herein by this reference and adopted as the legislative and administrative findings of the Town Council.

Section 2. The Town Council approves the Agreement between the Town and Flock for automatic license plate detection software and hardware in an amount not to exceed 15,000 annually; and the Town Manager is authorized to execute the Agreement and spend budgeted funds on behalf of the Town.

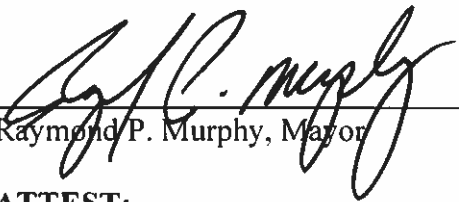
Section 3. This Resolution shall take effect immediately upon its adoption.

THE FOREGOING RESOLUTION was adopted by the Town Council upon a motion by Council Member Allers and seconded by Vice Mayor Hosafros, and upon being put to a vote, the result was as follows:

DULY PASSED AND ADOPTED on this 7th day of March 2022.

Raymond P. Murphy, Mayor	aye
Rexann Hosafros, Vice Mayor	aye
Dan Allers, Council Member	aye
Bill Veach, Council Member	aye
Jim Atterholt, Council Member	aye

TOWN OF FORT MYERS BEACH



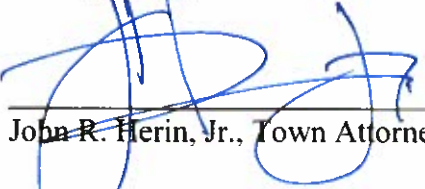
Raymond P. Murphy, Mayor

ATTEST:



Amy Baker, Town Clerk

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



John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 10 day of March 2022.

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW, Suite 210, Atlanta, GA 30318 (“**Flock**”) and the Town of Fort Myers Beach, a Florida municipal corporation with a place of business at 2525 Estero Blvd., Fort Meyers Beach FL 33931 (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) to create, view, search, and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners’ associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading, and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware**” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware**” excludes the Embedded Software.

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency that have been approved in writing by Agency to access or use the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.12 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.13 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.15 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the

Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency 's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. EXCEPT AS PROVIDED FOR OR MODIFIED IN SECTION 2.6, HEREIN, WARRANTIES PROVIDED BY SAID THIRD PARTY SERVICE PROVIDERS ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4

Usage Restrictions.

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v)

remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur because of a Service Suspension.. At Agency's discretion the expiration of the Term may be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units

for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, or functionality of Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. In the event of any poor performance, or functionality of Footage resulting from or otherwise relating to the Flock Designated Locations, Agency shall be entitled to a prorated setoff of the Usage Fee charged by Flock for any Reinstalls (defined herein) at Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) requested by the Agency will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have final discretion on Reinstalls.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“Agency Installation Obligations”). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them

prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock's Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock because of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible.

2.10 Special Terms. From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon Agency's consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its Agency s, (b) the competitive strength of, or

market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, aid Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Parties Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of Florida, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements, and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing by Agency, Agency's installation obligations, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software. Flock hereby agrees to indemnify and hold harmless Agency against any damages, losses, liabilities, settlements, and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from any claim that Agency's use of the Services violates any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may violate any applicable law or third party right or alleged to be in violation of this Agreement.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. This provision is subject to any obligations under FOIA and state-specific Public Records Acts. Each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality, and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units (“**Agency Data**”). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set

forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days, unless deletion of the Footage will violate any applicable federal or state law, or court order. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee, and any fee for Hardware (as described on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had because of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock in accordance with Florida’s Prompt Payment Act. Unless disputed, unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, and may result in immediate termination of Service. Flock shall be responsible for payment of any applicable federal and state taxes on Agency’s payment to Flock for the Services.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period set forth on the Order Form (the “**Initial Term**”). The Initial Term shall commence upon execution of this Agreement. *Following the Initial Term, this Agreement may be renewed for three (3) one-year terms* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *upon the Agency giving Flock written notice of renewal at least thirty (30) days prior to the end of the then-current term. Otherwise, this Agreement shall terminate at the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period set forth on the Order Form (the “**Initial Term**”). The Initial Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, this Agreement may be renewed for three (3) one-year terms* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *upon the Agency giving Flock written notice of renewal at least thirty (30) days prior to the end of the then-current term. Otherwise, this Agreement shall terminate at the end of the then-current term.*

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Falcon Camera (Flock Hardware). Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period upon termination.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within

seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. If a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware, Agency Hardware or Embedded Software in any manner, including operation of the Flock Hardware, Agency Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock or the Agency Hardware manufacturer; (b) damage, alteration, or modification of the Agency Hardware, Flock Hardware or Embedded Software in any way which would cause Agency Hardware, Flock Hardware or Embedded Software to malfunction; or (c) combination of the Agency Hardware or Embedded Software with software, Agency Hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF FLORIDA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. EXCEPT AS MAY BE PROVIDED HEREIN, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF FLORIDA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, UNLESS SUCH CLAIM ARISES SOLELY FROM THE CONDUCT OF FLOCK. Except for Flock's willful acts or as provided herein, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, or Non-Agency End Users, or otherwise from Agency's negligent use of the Services, Flock Hardware, Agency Hardware and any Software. Flock hereby agrees to indemnify and hold harmless Agency against any damages, losses, liabilities, settlements, and expenses, including without limitation costs and attorneys' fees, in connection with any claim or action that arises from any claim that Agency's use of the Services violates any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may violate any applicable law or third party right or alleged to be in violation of this Agreement.

9. RECORD RETENTION

9.1 The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Agency is a Florida local government public agency subject to Chapter 119, Florida Statutes ("**Public Records Law**"). Flock shall comply with Florida's Public Records Law by:

9.1.1 Keeping and maintaining public records created while providing the Services to Agency;

9.1.2 Upon request from the Agency's custodian of public records, provide the Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and, following completion of the Services destroy all copies of such confidential and exempt records remaining in its possession after Flock transfers the records in its possession to Agency; and

9.1.4 Upon completion of this Agreement, Flock shall transfer to Agency, at no cost to Agency, all public records in Flock's possession. All records stored electronically by Flock must be provided to Agency in a format that is compatible with the information technology systems of Agency.

9.1.5 Agency may elect to preserve and securely store any public records on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

9.2 Flock's failure to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, Agency may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 2525 ESTERO BLVD., FORT MYERS BEACH, FL 33931; (239) 765-0202; AMY@FMBGOV.COM

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by one Party without prior written consent of the other Party.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created because of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the Parties shall be responsible for their own costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law's provisions. Venue with respect to any disputes arising from or related to the subject matter of this Agreement shall be in Lee County Circuit Court or District Court for the Middle District of Florida. EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

10.7 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section

12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. The addresses for notice shall remain as set forth in this section until changed by providing written notice of such change.

Agency:
Town of Fort Myers Beach
c/o Town Manager
2525 Estero Blvd.
Fort Myers Beach, Florida 33931

With a copy to:
Town Attorney
2525 Estero Blvd.
Fort Myers Beach, Florida 33931

Flock:

10.12 Flocka may not discriminate against any individual based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

10.13 The indulgence of either Party regarding any breach or failure to perform any provision of the Agreement shall not deemed to constitute a waiver of the provision or any portion of this Agreement either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

10.14 Neither Party intends to benefit a third party directly, or substantially, by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.15 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

10.16 Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either Party.

10.17 Flock warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Flock, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Flock, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10.18 The following provisions are required by Section 448.095, Florida Statutes, and may not be amended. As a condition precedent to entering into this Agreement, if applicable League shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

10.18.1 Flock shall require each of its subcontractors to provide Flock with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Flock shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

10.18.2 Agency, Flock, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the agreement with the person or entity.

10.18.3 Agency, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Flock otherwise complied, shall promptly notify Flock and Flock shall immediately terminate the agreement with the subcontractor.

10.18.4 An agreement terminated under the provisions of this section is not a breach of this Agreement and may not be considered such. Any agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Flock acknowledges that upon termination of this Agreement by Agency for a violation of this section by Flock, Flock may not be awarded a public contract for at least one (1) year. Flock further acknowledges that it is liable for any additional costs incurred by the Agency because of termination of any agreement for a violation of this section.

10.18.5 Flock or any Flock subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier agreements. Flock shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

11.1 Flock certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Fla. Stat. In addition, Flock agrees to observe the requirements of Section 287.135, Fla. Stat., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, Fla. Stat., Agency may immediately terminate this Agreement for cause if Flock, its affiliates, or its subcontractors are found to have submitted a false certification; or if Flock, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), Fla. Stat., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

12.1 Flock certifies that it and any of its affiliates have complied with all provisions of Section 517.075, Fla. Stat. relating to doing business with the Government of Cuba or Syria, or with any person or affiliate located in Cuba or Syria.

13.1 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

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flock safety

Let's defeat crime together.™



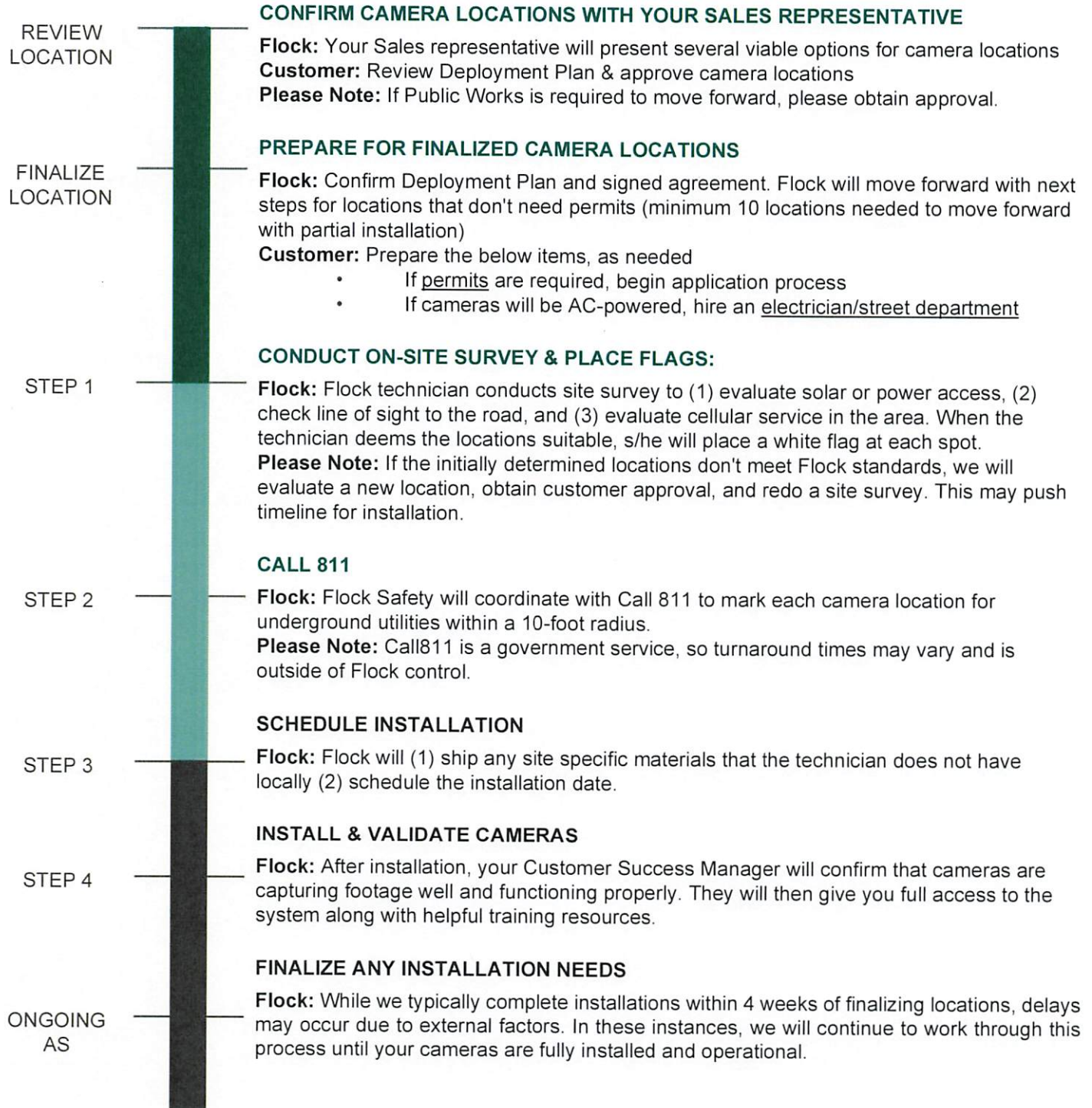
CUSTOMER IMPLEMENTATION GUIDE

TABLE OF CONTENTS

- 3. Implementation Timeline**
- 4. Implementation Team**
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IMPLEMENTATION TIMELINE

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



IMPLEMENTATION

FLOCK TEAM	HOW WILL THEY SUPPORT YOU
 Customer Success Manager	Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer. They will be your guide through the installation process. After install, they will help you understand how best to leverage the Flock Safety tool to solve crime. You should reach out to them when you want to discuss: • Training • Benefits of features • Best practices for getting relevant data • Opportunities to expand the security network in your area • Feedback on your partnership with Flock
 Flock Safety Support	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick "How to" questions in your Flock Account
 Product Implementation Specialist	Your Product Implementation Specialist is your technical product expert. They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work with you to: • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).

IMPLEMENTATION



Field Operations Team

The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of your product.

They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that your cameras are installed quickly and safely, and in a way that maximizes the opportunity to solve crime at a specific location.

***Note*:** For all **Installation questions or concerns**, please always direct them to your **Customer Success Manager** and not to the technician.

Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

OUTSIDE PARTY	WHEN THEY MAY BE INVOLVED
Electrician/Street Department	If your Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on use of public Right of Ways or property
Department of Transportation (DOT), City, or County Agencies	If installation in your area requires permitting

THINGS TO CONSIDER

PICKING LOCATIONS

Falcon Cameras

- Use Cases
 - Flock LPRs are designed to capture images of rear license plates, aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections
 - Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection, to prevent stop and go motion activation, or “stop and go” traffic.
 - Mounting
 - They can be mounted on existing utility, light, or traffic signal poles, or 12 foot Flock poles. ****NOTE**** Permitting (or permission from pole owner) may be required in order to use existing infrastructure or install in specific areas, depending on local regulations & policies.
 - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent sufficient solar power if 2 cameras and 2 solar panels were on a single pole (by blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
 - They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. The agency or community must work with an electrician to wire the cameras once installed. Electrician services should be completed within 2 days of installation to prevent the camera from dying.
 - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images
 - Any Flock equipment mounted over 14 feet or on a horizontal beam will require a bucket truck. If mounting in this way:
 - Flock will request use of a bucket truck through the customer or Public Works
 - If a bucket truck is not available through the customer, Flock will have to procure one.
- **Note**** This will lead to delays on install & any subsequent maintenance visits based on bucket truck availability
- Flock will likely require traffic control assistance provided by customer to install or provide maintenance with a bucket truck

Solar Panels

- Solar panels need unobstructed southern-facing views

CUSTOMER RESPONSIBILITIES:

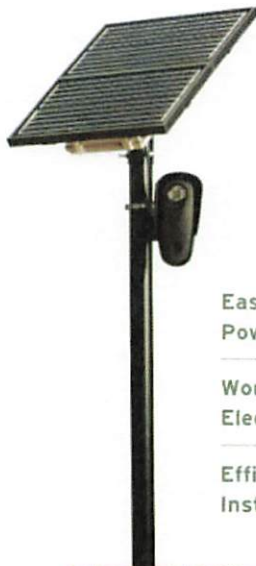
AC-POWERED CAMS

In the event your Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. *See steps 2 and 6 below.*

flock safety™
Let's defeat crime together.™

Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.



Easy to Use Install
Power Kit

Work with Local
Electricians

Efficient Quote &
Installation Process



How to Get Started with a Powered Install

1. Create a Deployment Plan

Work with Flock to select the best location(s) for your cameras and power sources.

2. Acquire an Electrical Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera.

3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of the cameras.

4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present.

5. Install Camera

Flock will install the camera and AC power kit at the specified camera location.

6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation.

flock safety™ | www.flocksafety.com | 866-901-1781

Visit flocksafety.com/power-install for the full plan, FAQs & to get started!

ELECTRICIAN

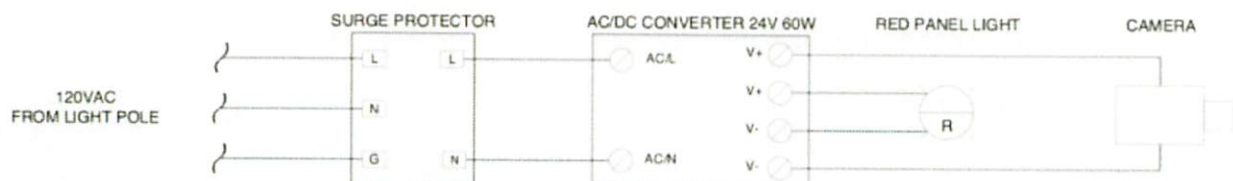
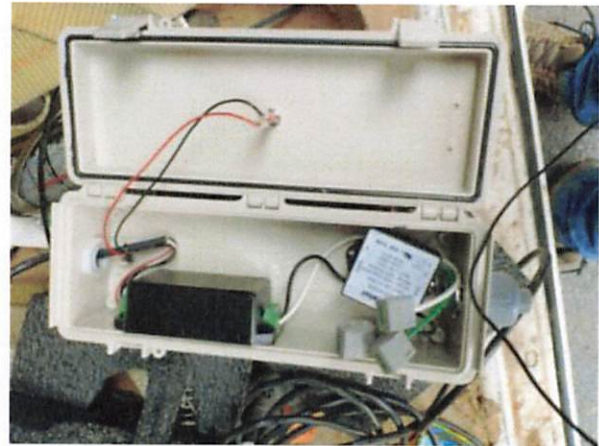
Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit
2. Open the box using hinges
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on site, call Flock who will remotely verify that power is working correctly:

Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQS ABOUT AC-POWERED FLOCK CAMERAS

What voltage is supported?

The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. Average power draw is roughly 30W in high traffic conditions, but may be lower when less vehicles are present.

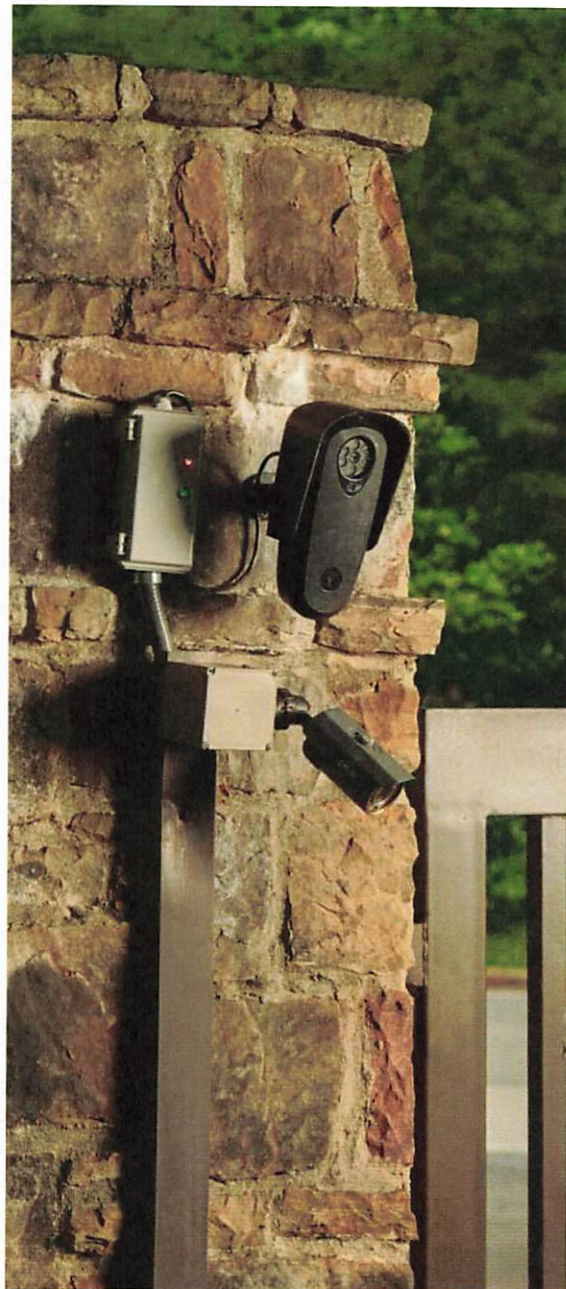
Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to the camera and power equipment installed by Flock. However, any problems with the electrical supply are the responsibility of the customer. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

In the event the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verify the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.



How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is not possible. The primary driver of cost is the distance from AC power source to the intended camera location.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of existing power infrastructure before creating the deployment plan.

Can you plug into my existing power outlet?

The Flock AC power adapter does not use a standard outlet plug, but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged presenting a tampering risk to this critical safety infrastructure. If an outlet is close to the camera, the electrician can route power directly to the camera with a direct wire-in connection.

How long does this process typically take?

The installation process typically takes 6-8 weeks. In order to accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should be able to perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

INSTALLATION SERVICE BRIEF

Below outlines the statement of work for your Flock Camera Installation:

WHAT IS COVERED BY FLOCK	WHAT IS <i>NOT</i> COVERED BY FLOCK	SPECIAL NOTE
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	Electrician & ongoing electrical cost	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>exc. changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, *MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Fees Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

PERMITTING: PRE-INSTALL QUESTIONNAIRE

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Is your agency able to own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any of the Flock Safety cameras be installed on city, state or power company owned poles or in city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power company, public works, etc)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mast)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
Note: If height is greater than 15 feet tall, a bucket truck is **required**.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit?
- If solar powered, consider the size of the solar panel and potential to impact visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)



4. Traffic Control & Installation Methods

- If a bucket truck is required, this typically necessitates a full lane to be blocked in the direction of travel. Can you provide a patrol car escort, or will full traffic control be required?
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- If full traffic control required (cones, arrowboards, etc.):
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- If a bucket truck is **not** required, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e. California), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety will need to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department



FEE SCHEDULING

***Fee Schedule**

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

*Below fee schedule is subject to change;

REINSTALL OR JOB TYPE	REINSTALL FEE
Camera or pole relocation	\$150
Camera replacement as result of vandalism, theft, or third party damage	\$500
Pole replacement as a result of vandalism, theft, or third party damage	\$150
Pole upgrade	\$300
Angle Adjustment - Customer request	\$125
Installation of additional Flock Safety sign (including cost of sign)	\$100
Convert camera to use of electrical outlet (excluding cost of electrical work)	\$150
Other site visit/technician visit that does not result in a reinstall being required	\$150

HELP CENTER

Our Help Center is filled with tons of resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate?

(National Lookup - network of law enforcement agencies that have opted to allow their Flock cameras to be used for searches)

How do I reset my / another user's password?

CUSTOMER SUPPORT

You can reach our customer support team anytime by emailing support@flocksafety.com.

They can help answer any "How-To" questions you may have.



flock safety

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Agency**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Agency: FL - Town of Fort Myers Beach

Contact Name: Roger Hernstadt

Address:
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

Phone: 239-765-0202
E-Mail: roger@fmbgov.com

Expected Payment Method:

Billing Contact:
(if different than above)

Initial Term: 24 months
Renewal Term: 24 months

Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Flock Falcon Camera	\$2,500.00	6.00	\$15,000.00
Implementation Fee	\$250.00	6.00	\$1,500.00

(Includes one-time fees)

Year 1 Total \$16,500.00

Recurring Total: \$15,000.00

Special terms:

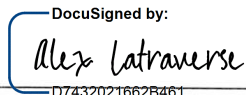
•none

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this Agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees to all the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: FL - Town of Fort Myers Beach 

By: 
Name: Alex Latraverse
Title: Chief Revenue Officer
Date: 5/3/2022

By: 
Name: Roger T. Hernstadt
Title: Town Manager
Date: May 3, 2022

1. **Requested Motion:**

Meeting Date: September 25, 2023

Approve and allocate funds for the purchase and replacement of fitness equipment from Gym Source at the Bay Oaks Recreation Center, not to exceed \$64,000

Why the action is necessary:

Per Town policy, purchases over \$25,000 must be approved by the Town Council.

What the action accomplishes:

Approves the purchase of fitness equipment for residents and guests to use at the Bay Oaks Recreation Center.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Hurricane Ian and the 8 to 9 feet of storm surge damaged the entirety of the fitness equipment at the Bay Oaks Recreation Center. Renovations have started on the Recreation Center, which will include purchasing new fitness equipment. This equipment is a vital part of the programming at Bay Oaks. The Gym Source quote gives the best option for quality and quantity of equipment to replace the equipment damaged by Hurricane Ian.

Attachments:

1. Life Fitness Quote
2. Fitness Giant Quote
3. Floor plan - Gym Source
4. Gym Source Quote

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Approve Requested Motion

8. **Recommended Approval:**

Jeff Hauge, Interim Culture, Parks & Recreation Director
Jeff Hauge, Interim Culture, Parks & Recreation Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 9/13/2023
Approved - 9/18/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

Quote# 3656783 - 1R

Date 22-MAY-2023

Bill To

BAY OAKS RECREATION
CAMPUS
2731 OAK ST
FORT MYERS BEACH, LEE
FL 33931-3517
US

Contact:
Cell:
Office:
Email:

Ship To

BAY OAKS RECREATION
CAMPUS
2731 OAK ST
FORT MYERS BEACH, LEE
FL 33931-3517
United States

Contact:
Cell:
Office:
Email:

Shipment Priority:
Requested Delivery Date:



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SALES REPRESENTATIVE

CHRISTOPHER FOEDERER
Cell: 407-341-1217
Office: 407-341-1217
Email: Chris.Foederer@lifefitness.com

Life Fitness

Corporate Address:
10601 Belmont Avenue
Franklin Park, IL 60131 USA
Phone: Main (847) 288-3300
Toll Free (800) 735-3867

Remittance Address:
2716 Network Place,
Chicago, IL
60673, USA

ONSITE CONTACT

Cell:
Email:
Facility ID:

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
1	LF-FR LIFE FITNESS FOAM ROLLER, GRAY, SOFT, 36IN	3	53.00	-10.00	43.00	129.00
2	LF-GDB LF STUDIO DB, 17.5LB EACH, URETHANE, BLK/GRY	2	87.00	-18.00	69.00	138.00
3	LF-GDB LF STUDIO DB, 20LB EACH, URETHANE, BLK/GRY	2	106.00	-22.00	84.00	168.00
4	LF-GDB LF STUDIO DB, 2.5LB EACH, URETHANE, BLK/GRY	2	28.00	-6.00	22.00	44.00
5	LF-GDB LF STUDIO DB, 5LB EACH, URETHANE, BLK/GRY	2	31.00	-6.00	25.00	50.00
6	LF-GDB LF STUDIO DB, 7.5LB EACH, URETHANE, BLK/GRY	2	45.00	-9.00	36.00	72.00
7	LF-GDB LF STUDIO DB, 10LB EACH, URETHANE, BLK/GRY	2	51.00	-10.00	41.00	82.00
8	LF-GDB LF STUDIO DB, 12.5LB EACH, URETHANE, BLK/GRY	2	67.00	-14.00	53.00	106.00
9	LF-GDB LF STUDIO DB, 15LB EACH, URETHANE, BLK/GRY	2	74.00	-15.00	59.00	118.00
10	LF-DK LIFE FITNESS STUDIO DECK	5	309.00	-64.00	245.00	1,225.00

This is a draft quote and not a contract - Subject to management approval

Quote#

3656783 - 1R

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Date 22-MAY-2023

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
11	LF-SB LF STABILITY BALL,55CM,RED	1	64.00	-14.00	50.00	50.00
12	LF-SB LF STABILITY BALL,65CM,BLUE	1	70.00	-14.00	56.00	56.00
13	LF-SB LF STABILITY BALL,75CM,GREY	1	79.00	-16.00	63.00	63.00
14	HS-DB HAMMER DUMBBELL SET 5-50LB,RUBBER,ROUND	1	3,168.00	-673.00	2,495.00	2,495.00
15	HS-DB HAMMER DUMBBELL SET 55-75LB,RUBBER,ROUND	1	2,873.00	-578.00	2,295.00	2,295.00
16	ASPX-SL ASPIRE CROSS-TRAINER SL MODEL - ASPIRE CROSS TRAINER SL ARC SIL BASE/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	2	6,999.00	-2,204.00	4,795.00	9,590.00
17	ASPR-SL ASPIRE RECUMBENT BIKE SL MODEL - ASPIRE RECUMBENT SL ARC SIL BASE/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	1	4,599.00	-1,404.00	3,195.00	3,195.00
18	ASPT-SL ASPIRE TREADMILL SL MODEL - ASPIRE TREAD SL ARC SIL LOW VT BASE/SL TREAD LED CONSOLE ENGLISH IMPERIAL/	3	8,999.00	-3,104.00	5,895.00	17,685.00
19	ASPC-SL ASPIRE UPRIGHT BIKE SL MODEL - ASPIRE UPRIGHT BIKE SL ARC SIL BASE/SL BIKE/CT LED CONSOLE ENGLISH IMPERIAL	1	3,999.00	-1,224.00	2,775.00	2,775.00
20	OP-DB3LS AXIOM SERIES 3 TIER DB RACK (5-75 SADDLE) - Platinum Frame	1	1,957.00	-612.00	1,345.00	1,345.00
21	OP-DBV AXIOM SERIES VERTICAL DUMBBELL RACK - Platinum Frame	1	883.00	-258.00	625.00	625.00
22	OP-SM AXIOM SERIES SMITH RACK - OP-SM PLT FRAME	1	4,410.00	-1,365.00	3,045.00	3,045.00
23	OP-ABBA AXIOM ABDOMINAL/BACK EXTENSION - Platinum Frame//Black Double Stitch Uph//Full Shroud Total 3,265.00	1	4,523.00	-1,358.00	3,165.00	3,165.00
	Black Double Stitch Uph	1	53.00	-53.00	0.00	0.00

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Quote#

3656783 - 1R

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Date 22-MAY-2023

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
	Full Shroud	1	260.00	-160.00	100.00	100.00
24	SADB SIGNATURE ADJUSTABLE DECLINE BENCH - UPH.BLK	1	1,528.00	-473.00	1,055.00	1,055.00
25	SAR LIFE FITNESS ACCESSORY STORAGE RACK - Platinum Clear Frame/English/3 Stability Balls/Mat & Rollers <i>Total 1,745.00</i>	1	1,682.00	-537.00	1,145.00	1,145.00
	3 Stability Balls	1	440.00	-140.00	300.00	300.00
	Mat & Rollers	1	513.00	-213.00	300.00	300.00
26	SMAB SIGNATURE MULTIPLE ADJUSTABLE BENCH - SMAB FRAME -PLT/UPH.BLK	2	1,869.00	-574.00	1,295.00	2,590.00
27	SS-BC INSIGNIA SERIES BICEPS CURL - Platinum Clear Frame/Double Stitch Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim <i>Total 4,775.00</i>	1	6,416.00	-1,941.00	4,475.00	4,475.00
	C-LB Weight Stack	1	199.00	-99.00	100.00	100.00
	Full Shroud	1	261.00	-61.00	200.00	200.00
28	SS-CP INSIGNIA SERIES CHEST PRESS - Platinum Clear Frame/Double Stitch Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim <i>Total 5,225.00</i>	1	7,043.00	-2,118.00	4,925.00	4,925.00
	C-LB Weight Stack	1	199.00	-99.00	100.00	100.00
	Full Shroud	1	261.00	-61.00	200.00	200.00
29	SS-FLY INSIGNIA SERIES FLY/REAR DELT - Platinum Clear Frame/Double Stitch Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim <i>Total 4,875.00</i>	1	6,537.00	-1,962.00	4,575.00	4,575.00
	C-LB Weight Stack	1	199.00	-99.00	100.00	100.00
	Full Shroud	1	261.00	-61.00	200.00	200.00
30	SS-LE INSIGNIA SERIES LEG EXTENSION - Platinum Clear Frame/Double Stitch Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim <i>Total 5,150.00</i>	1	6,944.00	-2,094.00	4,850.00	4,850.00

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Quote#

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Date 22-MAY-2023

Line	Model #	Qty	Unit Price	Unit Discount	Unit Selling Price	TOTAL PRICE
	C-LB Weight Stack	1	199.00	-99.00	100.00	100.00
	Full Shroud	1	261.00	-61.00	200.00	200.00
31	SS-PD INSIGNIA SERIES PULLDOWN - Platinum Clear Frame/Double Stitch Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim <i>Total 4,950.00</i>	1	6,658.00	-2,008.00	4,650.00	4,650.00
	C-LB Weight Stack	1	199.00	-99.00	100.00	100.00
	Full Shroud	1	261.00	-61.00	200.00	200.00
32	SS-SLC INSIGNIA SERIES SEATED LEG CURL - Platinum Clear Frame/Double Stitch Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim <i>Total 5,275.00</i>	1	7,098.00	-2,123.00	4,975.00	4,975.00
	C-LB Weight Stack	1	199.00	-99.00	100.00	100.00
	Full Shroud	1	261.00	-61.00	200.00	200.00
33	SS-SP INSIGNIA SERIES SHOULDER PRESS - Platinum Clear Frame/Double Stitch Black Uph/English/C-LB Weight Stack/Full Shroud/S Trim <i>Total 4,850.00</i>	1	6,516.00	-1,966.00	4,550.00	4,550.00
	C-LB Weight Stack	1	199.00	-99.00	100.00	100.00
	Full Shroud	1	261.00	-61.00	200.00	200.00
34	LF-CM LF, CORE MAT,55Lx24Wx0.39in(139x61cm x 10mm),BLK	5	59.00	-12.00	47.00	235.00
35	LF-RTB LIFE FITNESS COVERED RESISTANCE TUBE, EXTRA LIGHT	1	22.00	-3.00	19.00	19.00
36	LF-RTB LIFE FITNESS COVERED RESISTANCE TUBE, LIGHT	1	23.00	-3.00	20.00	20.00
37	LF-RTB LIFE FITNESS COVERED RESISTANCE TUBE, MEDIUM	1	24.00	-3.00	21.00	21.00
38	LF-RTB LIFE FITNESS COVERED RESISTANCE TUBE, HEAVY	1	25.00	-3.00	22.00	22.00
39	LF-RTB LIFE FITNESS COVERED RESISTANCE TUBE, EXTRA HEAVY	1	26.00	-3.00	23.00	23.00

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Date 22-MAY-2023

PO Number	Subtotal	
Payment Type	List Price	129,363.00
Payment Terms	Adjustment and Surcharge	-39,917.00
Freight Terms	Selling Price	89,446.00
FOB		
Freight/Fuel/Installation		14,891.31
Tax TAXES AS APPLICABLE		
Total(USD)		104,337.31

Notes:

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Date 22-MAY-2023

ADDITIONAL TERMS OF SALE:

1. By accepting this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale found at <https://www.lifefitness.com/en-us/legal/terms-conditions>; and (b) as applicable, to allow the transaction to proceed without a Customer-issued purchase order or other form of purchase agreement as a condition for payment.
2. Any additional or different terms or conditions which appear on Customer's document (including its Purchase Orders) that are inconsistent with the Life Fitness Terms and Conditions of Sale shall be voided and of no effect.
3. Life Fitness RECOMMENDS that all strength training equipment be secured to the floor to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness also REQUIRES that certain pieces of strength training equipment be secured to the floor. Please contact our Customer Service Department or your account representative for specific details.
4. All shipments of Products shall be F.O.B., Life Fitness' designated plant, distribution center, or warehouse unless otherwise specified.
5. Life Fitness will issue an invoice corresponding to this Quote upon shipment.
6. Life Fitness may ship partial orders.
7. Orders canceled by Customer within 60 days prior to the requested delivery date based on Section 13 below, or after shipment (or after production starts for "Built-To-Order" products) are subject to a 20% restocking fee.
8. Delays in delivery at Customer's request or due to Customer's failure may result in storage fees.
9. Prices set forth in this Quote are good for 30 days.
10. All invoices and any payments due thereon related to this Quote will be in U.S. Dollars and will reflect Exchange Rate at time of shipment.
11. Payment terms and credit lines are subject to Life Fitness credit approval.
12. Life Fitness reserves the right to limit the use of credit cards. A service fee for credit transactions may apply.
13. Life Fitness reserves the right to adjust the prices contained herein for freight and installation up through sixty (60) days after completion of installation in accordance with corresponding increases in costs imposed by freight carriers (i.e. transportation via truck, train, ship or aircraft) and/or directly related to performing the installation (i.e. delivery, labor, fuel, permits, certifications, redelivery, bolt down service). In addition, where: (i) the parties agree that the requested delivery date shall be more than 4 months after the date of this Quote (even if this Quote is not executed), (ii) due to any delay falling within the Customer's responsibilities, the actual delivery date is made more than 4 months after the date of this Quote, or (iii) the actual delivery date shall be more than 4 months after the date of this Quote (except if the delay was due to the sole fault of Life Fitness), then Life Fitness shall be entitled to increase the agreed prices appropriately if Life Fitness experiences any increase in its costs relating to: raw materials and/or labor costs related to personnel responsible for manufacturing, assembling and/or delivering and installing the products, macroeconomic conditions such as taxes, tariffs or duties, natural disasters, and labor shortages/strikes. This shall be in addition to other remedies available under these terms and conditions.
14. Until all Products are paid for in full, Customer grants to, and Life Fitness shall retain, a security interest in and lien on all Products sold to Customer and all proceeds arising from our sale of the Products by Customer and all discounts, rebates and other funds on Customer's account payable by Life Fitness. Customer authorizes Life Fitness to, at any time and from time to time, file financing statements, continuation statements, and amendments thereto that describe the Collateral, and which contain any other information required pursuant to the UCC for the sufficiency of filing office acceptance of any financing statement, continuation statement, or amendment, and Customer agrees to furnish any such information to Life Fitness promptly upon request. Any such financing statement, continuation statement, or amendment may be signed by Life Fitness on behalf of Customer and may be filed at any time in any jurisdiction. Upon Life Fitness' request, a Customer shall execute such documents that may be necessary or reasonable to protect Life Fitness' security interest.
15. When accepted, this Quote may be processed, fulfilled, and/or invoiced by Life Fitness and/or its affiliated companies, including, but not limited to, Brunswick Billiards, Cybex, SCIFIT or Indoor Cycling Group (ICG), and Customer agrees to make any required payments to the entity that issued the invoice.
16. Life Fitness disclaims all warranties for third party products sold to Customer, except that Life Fitness will, to the extent permissible, pass through to Customer all available warranties and provide all available applicable original manufacturer warranties for third party products. Customer agrees to look solely to the manufacturer or vendor of such products and services for any customer support or warranty claims. The manufacturer's or vendor's terms and conditions, including warranties, are located on their website or upon request to the manufacturer or vendor.
17. For any Subscription Services purchased pursuant to this Quote, Customer agrees (a) to be bound by the terms hereof and Life Fitness' Master Subscription Agreement found at <https://www.lifefitness.com/en-us/legal/subscriptions>; and (b) the subscription period set forth in the invoice ("Subscription Term") shall be non-cancelable during the Subscription Term and will automatically renew for a term equivalent in length to the then expiring Subscription Term at Life Fitness' then current Subscription charges. Either Customer or Life Fitness may elect to terminate any Subscription Services by providing notice in compliance with the Subscription Agreement.
18. Financing options are available through Life Fitness Leasing. For more information, please contact your local sale representative.
19. This Quote may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ADDITIONAL TERMS OF SALE – CONSUMERS:

20. By accepting this Quote, Customer agrees to be bound by the terms hereof and Life Fitness' standard Terms and Conditions of Sale – Direct To Consumer found at <https://www.lifefitness.com/en-us/legal/terms-conditions>, as may be amended from time to time.
21. **ALL SALES ARE FINAL.** NO RETURNS, REFUNDS, OR EXCHANGES EXCEPT AS PROVIDED IN THE TERMS AND CONDITIONS OF SALE – DIRECT TO CONSUMER.
22. All Items above shall apply except for Items No. 1, 2, 4, 7, 8 and 13.

This is a draft quote and not a contract - Subject to management approval

Fitness Giant, LLC
13401 Hipworth Road
Milton, GA 30004

888-867-1945 - toll free
 678-417-9831 - phone
 888-328-5196 - fax
 www.fitnessgiant.com

Quote

Date	Quote #
5/19/2023	Q4882A

Customer:

Town of Fort Myers Beach
Nicole Berzin
2731 Oak Street
Fort Myers Beach, FL. 33931

Rep	Phone	Fax	E-mail
JP	(239) 765-0202 x1...		Nicole.Berzin@fmbgov.com

Item	Description	Qty	Cost	Total:
FG3670	BODY SOLID T150 LIGHT COMMERCIAL ENDURANCE TREADMILL	3	3,499.00	10,497.00T
FG3041	CIRCLE FITNESS E6 ELLIPTICAL TRAINER	2	3,099.00	6,198.00T
FG3145	CIRCLE FITNESS R8 LED COMMERCIAL RECUMBENT EXERCISE BIKE	1	3,099.00	3,099.00T
FG1238	BODY SOLID PRO CLUBLINE SLM300G/2 LAT MACHINE	1	2,450.00	2,450.00T
FG2822	GCBT-STK BODY SOLID SELECTORIZED BICEP/TRICEP MACHINE	1	1,495.00	1,495.00T
FG3373	BODY SOLID SVKR1000 PRO CLUBLINE VERTICAL KNEE RAISE MACHINE	1	1,360.00	1,360.00T
FG2823	GCAB-STK BODY SOLID SELECTORIZED AB / BACK MACHINE	1	1,495.00	1,495.00T
FG2990	BODY SOLID S2CP/2 SERIES II CHEST PRESS MACHINE W/210LB WEIGHT STACK	1	2,250.00	2,250.00T
FG2998	BODY SOLID S2SP/2 SERIES II SHOULDER PRESS MACHINE W/ 210LB STACK	1	1,975.00	1,975.00T
FG2298	DPEC-SF BODY SOLID PRO DUAL PEC/REAR DELT MACHINE	1	3,089.00	3,089.00T
FG2296	DLEC-SF BODY SOLID PRO DUAL LEG EXT/CURL MACHINE	1	3,245.00	3,245.00T
FG3732	BODY SOLID SMITH MACHINE PACKAGE	1	2,899.00	2,899.00T
FG2232	SFID325 Body Solid Pro Club-Line FID Bench	2	375.00	750.00T
FG2196	TDR3 TROY 3 TIER DUMBBELL RACK	1	720.00	720.00T

Thank you for choosing FitnessGiant.com!

Fitness Giant, LLC
 Toll Free: 1-888-867-1945
 Fax: 1-888-328-5196
 Email: Sales@fitnessgiant.com

Subtotal:
Sales Tax: (0.0%)
Total:

Fitness Giant, LLC
13401 Hipworth Road
Milton, GA 30004

888-867-1945 - toll free
 678-417-9831 - phone
 888-328-5196 - fax
 www.fitnessgiant.com

Quote

Date	Quote #
5/19/2023	Q4882A

Customer:

Town of Fort Myers Beach
Nicole Berzin
2731 Oak Street
Fort Myers Beach, FL. 33931

***Quote valid for 30 days.**

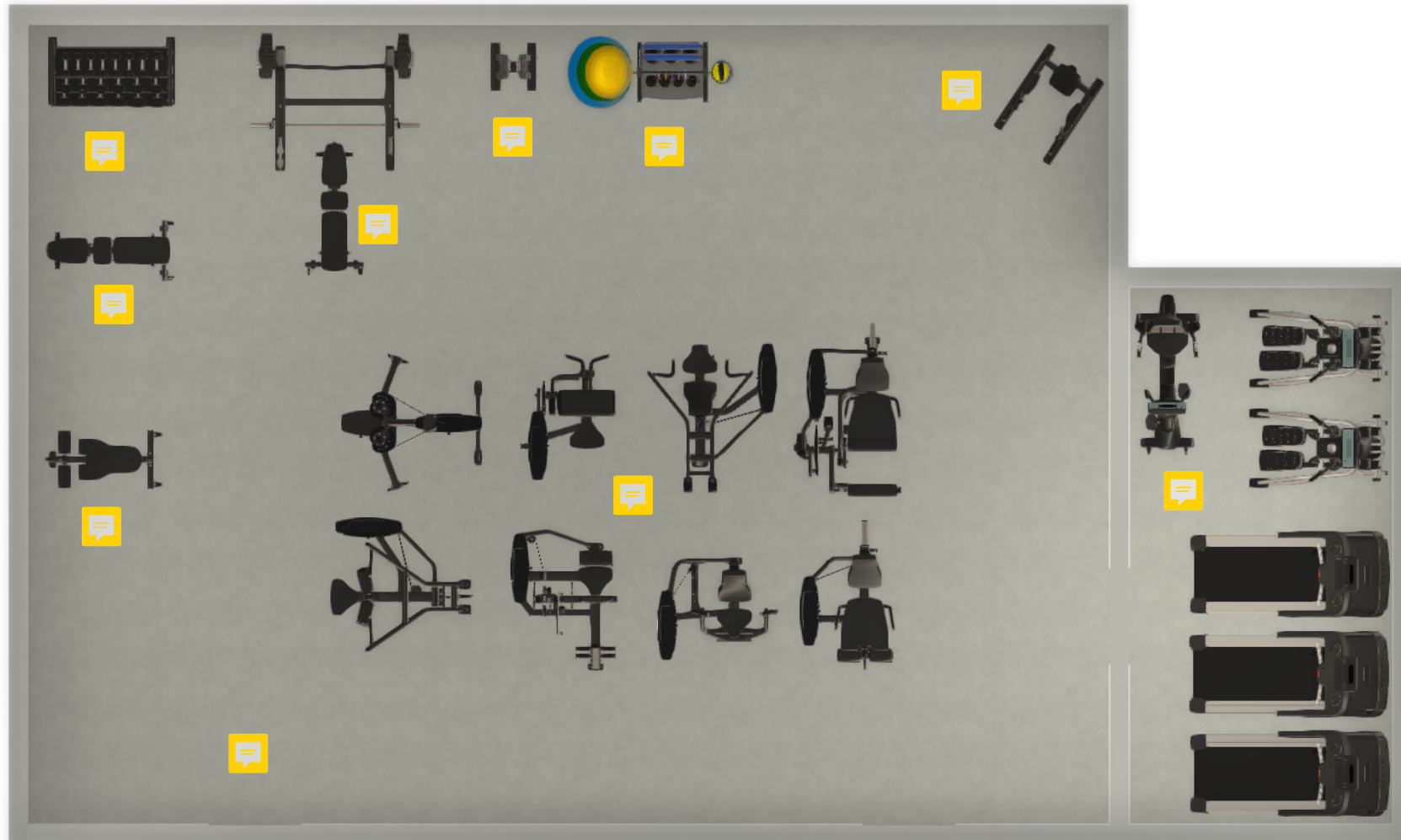
Rep	Phone	Fax	E-mail
JP	(239) 765-0202 x1...		Nicole.Berzin@fmbgov.com

Item	Description	Qty	Cost	Total:
FG3665	VTX SD-U URETHANE ENCASED DUMBBELLS 5-100LB SET - 5LB INCREMENTS	1	4,225.00	4,225.00T
FG3887	HAMPTON HMP-R MULTI PURPOSE RACK	1	1,895.00	1,895.00T
FG3116	BSTSB65 BODY SOLID 65CM STABILITY BALL	1	40.00	40.00T
FG3115	BSTSB55 BODY SOLID 55CM STABILITY BALL	1	40.00	40.00T
FG3117	BSTSB75 BODY SOLID 75CM STABILITY BALL	1	40.00	40.00T
FG2883	15011 YORK VINYL FITBELL CLUB PACK WITH RACK	1	1,250.00	1,250.00T
FG1903	VTX VKB VINYL 5-30LB KETTLE BELL SET 1 EACH: VKB05; VKB10; VKB12; VKB15; VKB18; VKB20; VKB25; VKB30	1	469.00	469.00T
FG3571	BODY SOLID BSTFM20 HANGING EXERCISE MAT	5	52.00	260.00T
FG3412	Ripcord Bands Combo Package (Set of 5)	1	129.00	129.00T
Shipping	Free Shipping & Handling	1	0.00	0.00T

Thank you for choosing FitnessGiant.com!

Fitness Giant, LLC
 Toll Free: 1-888-867-1945
 Fax: 1-888-328-5196
 Email: Sales@fitnessgiant.com

Subtotal:	\$49,870.00
Sales Tax: (0.0%)	\$0.00
Total:	\$49,870.00



APPROXIMATION OF FLOOR AND PLANNING AREA

Floor Plan measurements are approximate and are for illustrative purposes only. While we do not doubt the floor plans accuracy, we make no guarantee, warranty or representation as to the accuracy and completeness of the floor plan. You or your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction as to the suitability of the property for your space requirements.



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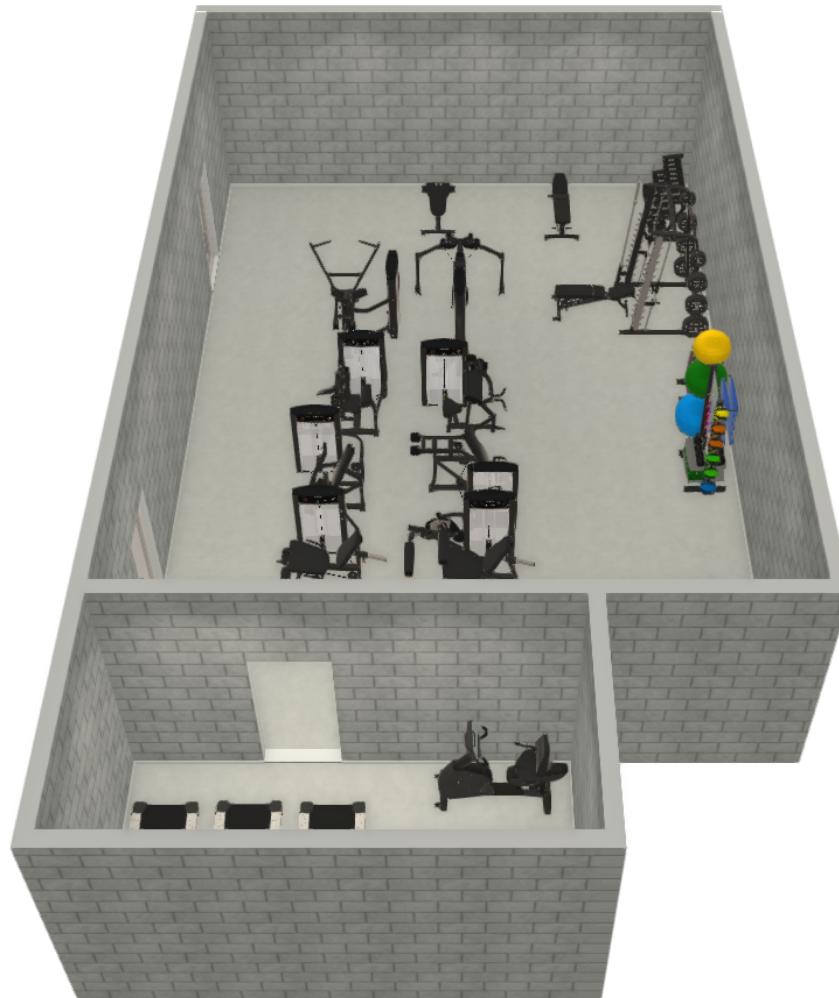
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Gym Source USA, LLC
PO Box 424
Stockton NJ 08559-0424
United States

Date 08/10/2023
Cust. ID CUST3188
Quote No. QT5783
Valid Until 09/09/2023
Payment Terms Balance - 2 WKS pre-delivery

For any questions please Contact below:

Contact:	Marc Scanlan
Email:	mscanlan@gymsource.com
Phone No.:	(305) 502-6480

Bill To
City of Fort Myers Beach/Bay Oaks Rec Ctr 2371 Oak St. Fort Myers Beach FL 33931 United States Attn: Nicole Berzin (239) 765-4222

Ship To
City of Fort Myers Beach/Bay Oaks Rec Ctr 2371 Oak St. Fort Myers Beach FL 33931 United States Attn: Nicole Berzin (239) 765-4222

Item Code	Vendor	Description	Options	Qty	Units	Unit Price	Total
T800-9LCD	Bodycraft	T800 Treadmill 12mph, 15%, 4.0hp, 20" x 61" Belt w/9" LCD Display		3	Each	\$3,499.00	\$10,497.00
E1000-X9LCD	Bodycraft	E1000 Suspended Elliptical Trainer w/9" LCD Display		2	Each	\$4,499.00	\$8,998.00
R1000-X9LCD	Bodycraft	R1000 Recumbent Bike w/9" LCD Display		1	Each	\$3,499.00	\$3,499.00
F770	Bodycraft	F770 45/60/90 Roman Chair, Hyperextension, Oblique, Ab Crunch		1	Each	\$499.00	\$499.00
S2CP/2	Body Solid, Inc.	PCL2 CHEST PRESS, 210LB STACK		1	Each	\$3,770.00	\$3,770.00
S2SP/2	Body Solid, Inc.	PCL2 SHOULDER PRESS, 210LB STACK		1	Each	\$3,410.00	\$3,410.00
S2LAT/1	Body Solid, Inc.	PCL2 LAT PULL/ROW, 160LB STACK		1	Each	\$3,739.00	\$3,739.00
S2PEC/1	Body Solid, Inc.	PCL2 PEC FLY/ REAR DELTS, 160LB STACK		1	Each	\$3,890.00	\$3,890.00

Gym Source USA, LLC
PO Box 424
Stockton NJ 08559-0424
United States

Date 08/10/2023
Cust. ID CUST3188
Quote No. QT5783
Valid Until 09/09/2023
Payment Terms Balance - 2 WKS pre-delivery

Item Code	Vendor	Description	Options	Qty	Units	Unit Price	Total
S2AC/1	Body Solid, Inc.	PCL2 ARM CURL, 160LB STACK		1	Each	\$3,245.00	\$3,245.00
S2ABB/1	Body Solid, Inc.	PCL2 AB/ BACK, 160LB STACK		1	Each	\$3,245.00	\$3,245.00
S2SLC/1	Body Solid, Inc.	PCL2 SEATED LEG CURL, 160LB STACK		1	Each	\$3,820.00	\$3,820.00
S2LEX/1	Body Solid, Inc.	PCL2 LEG EXTENSION, 160LB STACK		1	Each	\$3,555.00	\$3,555.00
SCB1000	Body Solid, Inc.	Proclubline Counter Balanced Smith		1	Each	\$4,232.00	\$4,232.00
SVKR1000	Body Solid, Inc.	PROCLUBLINE VERTICAL KNEE RAISE CHIN DIP		1	Each	\$1,973.00	\$1,973.00
SDRS550	Body Solid, Inc.	Rubber Hex Dumbell 5-50lb pairs		1	Pair	\$1,772.22	\$1,772.22
SDRS650	Body Solid, Inc.	Rubber Hex Dumbell 55-75lb pairs		1	Pair	\$2,094.44	\$2,094.44
ORCT455	Body Solid, Inc.	Color Rubber/ Hand Grip/Oly Plate 455LBS		1	Each	\$1,466.11	\$1,466.11
GDR60	Body Solid, Inc.	2 Tier Horizontal Dumbell Rack		1	Each	\$455.00	\$455.00
GDRT6	Body Solid, Inc.	Third Tier for GDR60		1	Each	\$139.00	\$139.00
GDR24-NPACK	Body Solid, Inc.	12 Pair Neoprene Rack with Rack, Includes GDR24 and pairs Neoprene Dumbbells 1-15lbs		1	Each	\$725.00	\$725.00
SFID325	Body Solid, Inc.	ProClubline Flat, Incline Bench, Silver		2	Each	\$779.00	\$1,558.00
SAB500	Body Solid, Inc.	PROCLUBLINE AB BENCH		1	Each	\$1,070.00	\$1,070.00

Gym Source USA, LLC
PO Box 424
Stockton NJ 08559-0424
United States

Date 08/10/2023
Cust. ID CUST3188
Quote No. QT5783
Valid Until 09/09/2023
Payment Terms Balance - 2 WKS pre-delivery

Item Code	Vendor	Description	Options	Qty	Units	Unit Price	Total
400-150-131	Prism Fitness Inc.	Smart Deluxe Self-Guided Commercial Package		1	Each	\$1,849.00	\$1,849.00
Subtotal							\$69,500.77
Discount		Discount				(\$24,000.00)	(\$24,000.00)
Freight		Freight Charges		1		\$7,585.00	\$7,585.00
Del-Inst		Delivery & Install		1		\$9,570.00	\$9,570.00
Notes		Payment terms: Deposit required: \$15,663.94 Balance due 2 weeks before scheduled delivery date.					
						Subtotal	\$62,655.77
						Tax Total	\$0.00
						Total	\$62,655.77

Note: A 3% Processing fee will be added for credit card payments.

By signing the quote you are confirming acceptance of the Gym Source Terms and Conditions.

Customer Signature:

Date:

Requested Delivery Date:

Terms & Conditions

1. SELLERS TERMS TO GOVERN

This document, whether designated as a quote, offer of sales acknowledgement, is an offer to sell made by Gym Source USA, LLC ("Gym Source" or "Seller"). Acceptance is expressly limited to the terms of the Gym Source's contract, and in the event the Buyer's acceptance or other response hereto states terms additional to or different from those set forth herein, this document shall be deemed a notice of objection to such additional or different terms and rejection thereof.

2. PRICES:

Prices shown on quote are Seller's prices in effect on that date and are shown in U.S. dollars. Quotes shall expire in forty five (45) days unless otherwise noted thereon. Verbal price representations cannot supersede a written price quote. Seller reserves the right to correct any clerical or mathematical errors prior to Buyer acceptance. Shipments will be billed at prices stated on accepted orders unless delays have been initiated or requested by Buyer which shall entitle Seller to any and all additional costs and expenses resulting from the delay.

3. TAXES AND DUTIES:

All taxes including federal, state and local are the responsibility of the Buyer. If the Buyer is exempt from such taxes, a Tax Exempt Certificate is to be provided to the Seller prior to shipment. The Tax Exempt Certificate is subject to Seller review and approval.

4. TERMS OF PAYMENT:

a.) Unless the Seller's credit department has given the Buyer its prior written approval, the terms of payment are as they appear on the quote or sales order documents. Seller reserves the right to require full or partial payment in advance of any shipment, or other payment arrangement whenever, in its judgement, the financial condition of Buyer does not justify shipment of the goods on the terms specified. If payment on the goods to Seller is in arrears, Seller shall have the right and option to withhold warranty rights, as outlined in the Gym Source written Limited Warranty pertaining to each product or service sold or provided hereunder (the "Limited Warranty"), or to withhold service and parts. Buyer understands they will be invoiced only for delivered products but they may receive multiple invoices if products are backordered from the manufacturer.

b.) Only applicable if Buyer is leasing the equipment. The Buyer acknowledges that they must sign acceptance with a leasing company within 72 hours of receiving merchandise and Gym Source, USA LLC is to be funded by the leasing company of delivered equipment within 72 hours. Accounts not funded within 72 hours of invoice date are subject to a 12% annual finance charge from invoice date. Gym Source reserves the right to place a lien on all equipment received until payment in full is made. The Gym Source reserves the right to approve or deny any Lease arrangement by a third party. Buyer agrees to pay all costs of collections, specifically including but not limited to reasonable attorney's fees and all court costs.

5. SHIPMENT:

All products are shipped F.O.B from origin, unless otherwise specified. The title of equipment passes to Buyer upon receipt of full payment. Buyer is responsible for recording any shortages, damages or loss on the Delivery Receipt at the time of delivery. All concealed damage, or damage not apparent until equipment is unpacked and examined, must be reported to Gym Source within seven (7) days from the delivery date. Failure to report any damages at time of delivery will affect Buyer's ability to fully recover damages and will result in Buyer assuming any costs incurred for replacing or repairing the damages.

6. INSTALLATION:

Seller is responsible for installation of equipment, except as otherwise provided herein or requested by Buyer. Installation includes unpacking, assembling and an operational check of the equipment. Unless otherwise specifically provided in writing, Buyer has full responsibility for assuring the Installer places the equipment in its final use location. Shipping and installation charges cover trucking, assembly and placement of equipment in any predetermined location in your facility. Buyer will assume any and all additional costs or expenses associated with the delivery and installation of the equipment providing the delivery route is not available per the "Site Survey" document. Buyer will assume all costs and expenses incurred, as a result of changes to the initial delivery route thus, requiring the use of additional manpower, and other special equipment. Installation does not include anchoring of product. Buyer is responsible for all anchoring. Once the delivery and installation date is confirmed, Buyer will assume all costs and expenses associated with transportation, storage, manpower, and waiting time for the equipment that is delivered to the requested location when delivery cannot be accepted for any reason.

7. DELIVERY:

Seller will make every effort to meet Buyer's requested delivery date based upon receipt of all necessary documents, information and payment from Buyer. However, Seller makes no guarantee of delivery by such date and shall have no liability or other obligations for failure to deliver on such date, regardless of cause, unless expressly stated otherwise. Seller shall have no liability or other obligation hereunder if its performance is delayed or prevented to any extent by any event such as, but not limited to, any act of God, strike or work stoppage, fire, flood, accident or other controls of the Government authorities, shortage of transportation, fuel, material and labor, or any other cause beyond the Seller's reasonable control.

8. DELIVERY & INSTALLATION SCHEDULING and DELAYS:

Gym Source will contact you to confirm a desired delivery window. If your delivery/installation date moves out further than (30) days from the confirmed delivery date, you will be required to pay your full balance. Gym Source will hold your order for thirty (30) days from the confirmed and requested install date with full payment and with no additional fees. If full payment is not received, storage fees will apply immediately. If further delays occur beyond thirty (30) days, a storage fee of \$50/day per pallet will be charged to your account until installation takes place. Additional fees may apply for orders greater than a truckload. When you have confirmed your delivery date, seven (7) days prior to delivery, your order will be staged and consolidated for delivery. Any change in a delivery date within (7) day period will incur rescheduling fees and require payment.

9. CANCELLATION or ALTERATION:

Once an order is entered the order is non-cancellable and obligates the Buyer to pay Seller 100% of the sales order. Seller will make every reasonable effort to ship by the estimated date, but failure to do so shall not be cause for cancellation. Seller will try to accommodate reasonable alterations/changes to the original order, but seller does not guarantee changes will be made after order entry.

10. ALL SALES ARE FINAL

11. ORDERS:

Upon receipt of Buyers signed order, Seller will guarantee product pricing for a sixty (60) day period. Seller reserves the right to make any pricing changes after sixty (60) days due to manufacturer price increases or of any discontinued products, or any such changes to the specifications ordered. If any unforeseen surcharge fees and/or any market condition change during the sixty (60) period, the seller will notify the Buyer in writing of any pricing changes that have occurred since receipt of order. The Buyer has the right to accept or reject any changes in price as a result of unforeseen or market condition changes. If product ordered is custom, the order is non-cancellable once product is in production.

12. AMENDMENT, MODIFICATION or SUBSTITUTION:

This document shall contain the entire agreement between the parties. Any modifications thereof must be in writing and signed by Seller. No prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this contract.

1. **Requested Motion:**

Meeting Date: September 25, 2023

Provide input regarding Downtown Zoning District requirements

Why the action is necessary:

The input provided to staff will allow us to update the code to be brought to the LPA for consideration.

What the action accomplishes:

The input from Council will clarify the direction that staff needs, in order to write an ordinance amendment.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

Sarah Propst, Planning &
Zoning

5. **Background:**

The Downtown Zoning District requires that buildings along Estero are built to a "build-to" line, this creates an urban fabric. Urban fabric, in this context, does a few things, it creates a more pedestrian scale design (feels walkable), it creates consistency of setbacks which makes the district feel cohesive, and it creates a traffic calming affect which makes the area safer for cyclists and pedestrians.

In the Downtown Zoning District, this build-to line is between 0 and 10 feet from the front property line and on Estero Boulevard 70% of the front property line should have the building at the build-to line. The Downtown Zoning District includes special language that allows (Sec. 34-675(a)(4)) *Exceptions for properties between Estero Boulevard and the Gulf: The required building frontage percentage may be reduced to 35 percent for properties between Estero Boulevard and the Gulf of Mexico provided that the open space thus created allows open views to the Gulf of Mexico. Similar language is also used in the Red Coconut redevelopment code language.*

In effect, this language exchanges one perceived benefit, consistent urban fabric, for another perceived benefit that is only available along the Gulf of Mexico, views of the beach. Staff has been asked to make code changes to this section and is seeking input from Council to clarify the requested changes.

Attachments:

1. Open View memo
2. Exhibit A example pics
3. Exhibit B Code Language References

Financial Impact:

unknown

6. **Alternative Action**

Provide recommendations to staff

7. **Management Recommendations:**

Provide input regarding direction for code update

8. **Recommended Approval:**

Sarah Propst, Planning & Zoning

Steve Poposki, Community Development Director

Gretchen R.H. Vose, Town Attorney

Amy Baker, Town Clerk

Andy Hyatt, Town Manager

Created/Initiated - 9/14/2023

Approved - 9/14/2023

Approved - 9/18/2023

Approved - 9/18/2023

Final Approval - 9/18/2023



**Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT**

To: Local Planning Agency
From: Sarah Propst, Community Development
Date: September 25, 2023
Re: Open View and Open Space

BACKGROUND

Staff has been directed to provide some information and possible code changes regarding the current code associated with the Downtown Zoning District. The Downtown Zoning District requires that buildings along Estero are built to a “build-to” line, this creates an urban fabric. Urban fabric, in this context, does a few things, it creates a more pedestrian scale design (feels walkable), it creates consistency of setbacks which makes the district feel cohesive, and it creates a traffic calming affect which makes the area safer for cyclists and pedestrians.

In the Downtown Zoning District, this build-to line is between 0 and 10 feet from the front property line and on Estero Boulevard 70% of the front property line should have the building at the build-to line. The Downtown Zoning District includes special language that allows (Sec. 34-675(a)(4)) *Exceptions for properties between Estero Boulevard and the Gulf: The required building frontage percentage may be reduced to 35 percent for properties between Estero Boulevard and the Gulf of Mexico provided that the open space thus created allows open views to the Gulf of Mexico.* Similar language is also used in the Red Coconut redevelopment code language.

In effect, this language exchanges one perceived benefit, consistent urban fabric, for another perceived benefit that is only available along the Gulf of Mexico, views of the beach. The way that this language is structured it ties open space to views of the beach. All development is required to provide open space, (Sec. 10-412 – Definitions, Open Space) which is basically land that is not built on and typically contains some type of landscaping or groundcover. In the instance of the Downtown Zoning District lot frontage requirement, the required open space can be coordinated with the open view of the Gulf to allow the developer an option to decrease the required amount of the building meeting the build-to line.



ISSUES

Views under buildings When a building is less deep, the area under the building appears to be more open. As a building depth increases, the open view decreases. Additionally, a building close to you appears more open than a building further away. This perspective greatly impacts the ability to see through an area, even though it is considered open. Several photos are provided that show how perspective impacts the ability to see through a building.

It is also noted that views of the beach are considered an important part of place creation in the comprehensive plan. There are several places in the comprehensive plan that encourage the preservation and creation of beach views.

RECOMMENDATION

The Town Council can keep the code as it is and continue to require that structures within the Downtown zoning district, on Estero Boulevard, provide 70% building frontage and allow an exception to decrease the building frontage, when open space and views of the beach are preserved.

The Town Council can modify the code to unlink the requirement for open space with the requirement for open view. In this instance the development would still have to provide the additional area as open space but would not be required to provide a view of the beach.

Another option would be to amend the requirements of the Downtown Zoning District to include changes based on the Council's specific wants and needs. For example, is landscaping or pervious surface or beach accesses or public parking something that the town wants more of.

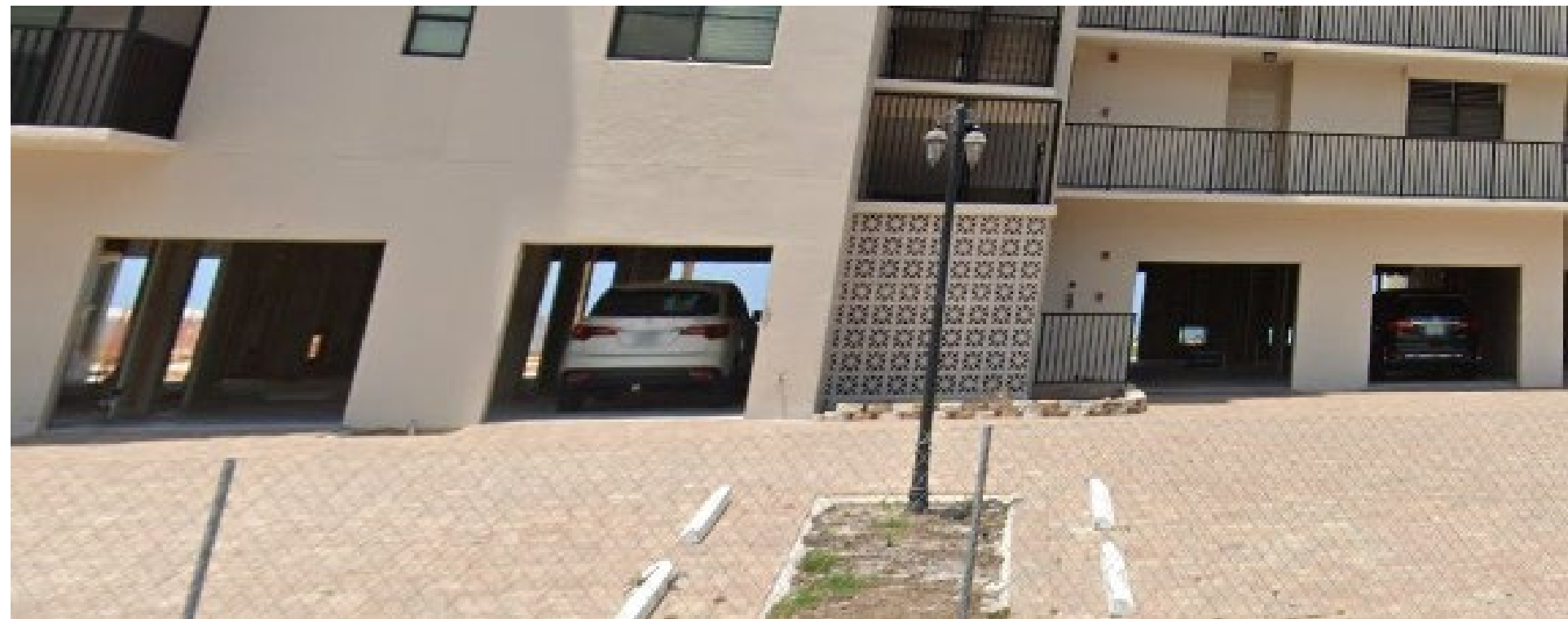
Staff recommends that this topic be considered carefully because there is an opportunity to preserve views of the beach. These views are an important part of the character of Fort Myers Beach. Additionally, the current language provides the developer a design benefit in exchange for providing a benefit to the residents of the beach. The open view is not a requirement, it is an option provided to the developer if they prefer to build in a way that does not enhance the urban fabric. Staff sees this as a win, win. The developer is able to design in a way that works better for them, in exchange for providing a public view.

EXHIBITS

Exhibit A – Visual Examples

Exhibit B – Existing Texts Referenced

Exhibit A- Example Pictures





Sec. 34-675. - Building size.

- (a) *Building frontage.* Building frontage limits (see § 34-663 of this chapter) vary according to the street types designated on Figure 34-7:
- (1) For pedestrian plazas and primary streets except for Crescent Street and for Fifth Avenue east of the Sky Bridge, building frontages shall be at least 70 percent of the lot frontage.
 - (2) For all other streets, building frontages shall be at least 35 percent of the lot frontage.
 - (3) For multiple adjoining lots under single control, or for a single lot with multiple buildings, the percentages above apply to the combination of lot(s) and building(s).
 - (4) **Exception for properties between Estero Boulevard and the Gulf:** The required building frontage percentage may be reduced to 35 percent for properties between Estero Boulevard and the Gulf of Mexico provided that the open space thus created allows open views to the Gulf of Mexico.
- (b) *Building height.* Building heights (see § 34-631 of this chapter) shall be limited to:
- (1) For properties that front on the following streets, a maximum of 30 feet above base flood elevation and no taller than two stories:
 - a. Times Square and Bayfront pedestrian plazas (see Figure 34-7);
 - b. North side of First Street;
 - c. South side of Estero Boulevard between Old San Carlos Boulevard and the main pedestrian crossing;
 - d. Carolina Avenue.
 - (2) For properties that front on the following streets, a maximum of 30 feet above base flood elevation and no taller than two stories, except that an elevated building without enclosed space on the first story may be three stories tall (but still limited to 30 feet above base flood elevation):
 - a. Lagoon Street;
 - b. Crescent Street;
 - c. First, Second, Third, and Fifth (east of the Sky Bridge only);
 - d. North side of Estero Boulevard west of Old San Carlos Boulevard and east of Crescent Street;
 - e. Primo Drive;
 - f. Palermo Circle;
 - g. Miramar Street, north of Estero;
 - h. Ohio Avenue;
 - i. Virginia Avenue.
 - (3) For properties that front on the following streets, a maximum of 40 feet above base flood elevation and no taller than three stories:
 - a. Old San Carlos Boulevard between Fifth and First Streets;
 - b. South side of First and both sides of Second and Third (west of the Sky Bridge only);
 - c. South side of Estero Boulevard east of the main pedestrian crossing;
 - d. Canal Street;
 - e. Avenues A, C, E, and I;
 - f. Alva Drive;

- g. Miramar Street, south of Estero;
 - h. Palm Avenue.
- (c) *Floor area ratio (FAR)*. Floor area ratios (see § 34-633 of this chapter) shall not exceed:
- (1) 1.8 for properties fronting on Old San Carlos between Fifth and First Streets and fronting on the Times Square pedestrian plaza (see Figure 34-7).
 - (2) 1.4 for properties fronting on Estero Boulevard and fronting on the Bayfront pedestrian plazas.
 - (3) 1.0 for all other properties in the Downtown district.
- (d) *Hotel rooms*.
- (1) Along both sides of Old San Carlos Boulevard (properties between Fifth and First Streets that lie within 200 feet east and west of the centerline of Old San Carlos only), a property owner may substitute hotel rooms for allowable office space on upper floors without the limitations otherwise provided by the hotel-room equivalency factor found in § 34-1802 of this chapter. However, these hotel rooms must have at least 250 square feet per rentable unit.
 - (2) In all other properties in the Downtown district, the number of hotel rooms are limited by the hotel-room equivalency factor found in § 34-1802 of this chapter.

Sec. 34-692. - District map and applicability.

The area indicated on Figure 34-18 is the outer boundary of the Village district.

- (1) Properties that have been zoned into a planned development (PD) district are governed by the terms of the PD zoning resolution rather than the requirements of the Village district, even if the property is shown on Figure 34-18.

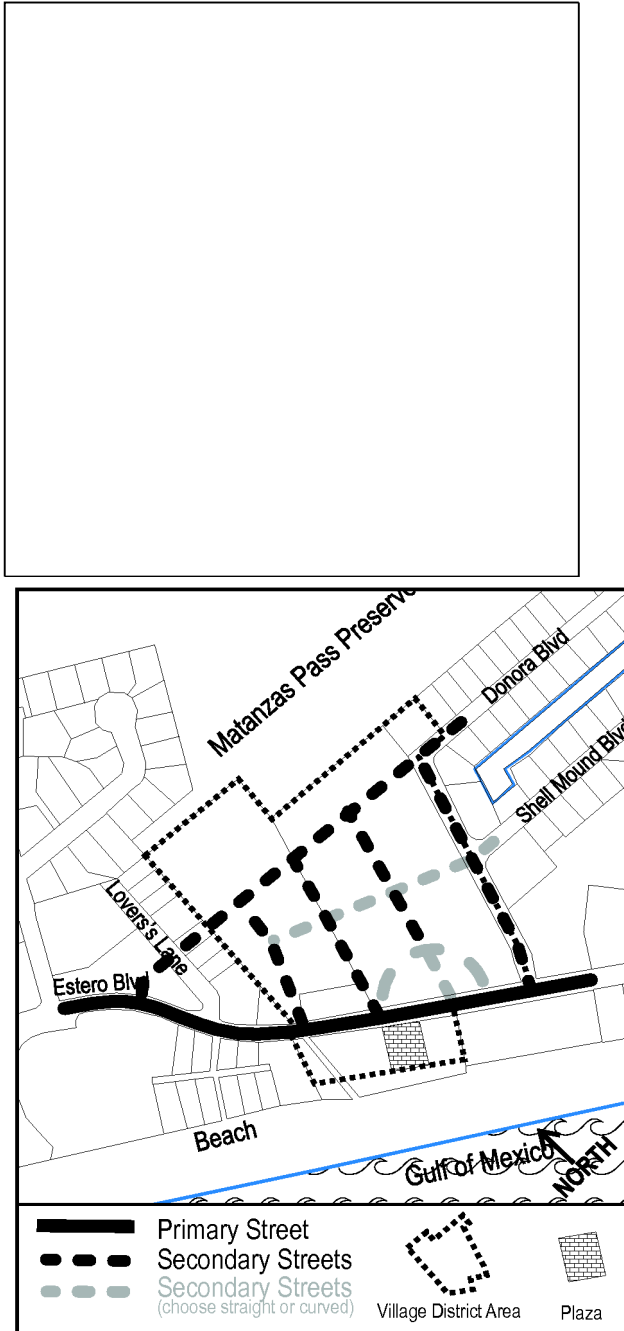


Figure 34-18

- (2) For properties zoned into the Village district rather than in a PD district, existing residences and businesses may continue in full operation and may be modified in accordance with the following regulations:

- a. *Continued use of existing mobile homes and recreational vehicles.* The continued use of existing mobile homes and recreational vehicles is permitted in accordance with § 34-694 below.
 - b. *Continued use of and renovations, enlargements, or replacement of existing permanent buildings.*
 - c. *Existing permanent buildings may be renovated, enlarged, or replaced as follows:*
 - 1. Renovations and/or physical enlargement are permitted provided the improvements do not constitute a "substantial improvement" as that term is defined in § 6-405 of this code; or
 - (i) Replacement buildings are permitted provided that they do not increase the existing floor area ratio, as that term is defined in § 34-633 of this chapter; or
 - (ii) Other renovations, enlargements, and/or replacements are permitted provided they comply with those regulations for the CB zoning district that are found in §§ 34-704—34-706 of this chapter.
 - 2. Allowable uses in these buildings are the same as provided in § 34-703(a) of this chapter for the CB zoning district.
 - 3. The commercial design standards (§§ 34-991—34-1010 of this chapter) shall apply to all commercial and mixed-use buildings that are visible from Estero Boulevard, or portions thereof, that are being newly built, and to "substantial improvements" to such buildings as defined in § 6-405 of this LDC.
- (3) *Transformation of existing mobile home and recreational vehicle parks.* Policies 3-A-5, 3-A-6, and 4-F-2-iii of the Fort Myers Beach Comprehensive Plan have authorized a pre-approved redevelopment option for land in the Village district.
- a. The following concepts are expected in this redevelopment process:
 - 1. Traditional neighborhood design emphasizing streets that are interconnected and dwellings with porches or balconies on the front, primary entrances visible from the street, and cars to the rear (except for on-street parking);
 - 2. Detached houses or cottages (with optional accessory apartments) abutting existing single-family homes;
 - 3. Low-rise townhouses or apartments allowed elsewhere on the site;
 - 4. Walkable narrow streets with shade trees that double as view corridors to the Preserve and Gulf;
 - 5. **Open space that allows views to be maintained from Estero Boulevard to the Gulf;**
 - 6. Mixed commercial and residential uses along the bay side of Estero Boulevard;
 - 7. Quiet internal street connections to the north and south;
 - 8. Significantly reduced density from the existing level of 27 RV/mobile homes per acre at the Red Coconut to a maximum level of 15 dwelling units per acre; and
 - 9. A site design that accommodates a publicly acquired access point to the Matanzas Pass Preserve.
 - b. At the option of landowners in the Village district, a development order may be obtained to redevelop all or part of this property in accordance with the option described in more detail in § 34-693 below, and generally in accordance with either of the conceptual site plans found in the community design element of the Fort Myers Beach Comprehensive Plan. Until such time as this development order is obtained, the regulations in § 34-693 below shall have no effect.

Sec. 10-412. - Definitions.

The following words, terms and phrases, when used in this division, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Open space. Open space land means:

- (1) Areas of preserved indigenous plant communities (see § 10-413 below).
- (2) Beaches.
- (3) Archaeological and historical sites, including any area that contains evidence of past human activity ranging from large mound and midden complexes to a group of artifacts, the boundary and extent of which is determined by a survey by a professional archaeologist.
- (4) Protected trees.
- (5) Landscaping of parking and vehicle use areas.
- (6) Perimeter buffers.

Parking areas means all areas, paved or unpaved, designed, used, or intended to be used for the parking or display of vehicles, excluding:

- (1) Areas used for parking or vehicle display which are under or within buildings;
- (2) Parking areas serving a single structure of two dwelling units or less; and
- (3) Areas used for the temporary storage of construction equipment.

Vehicle use area means all ground level impervious surfaces, including impervious parking areas, that may be used by vehicles for parking, circulation, and similar activities within the development. Street rights-of-way, roadway easements, and those areas excluded from the definition of "parking area" are not considered "vehicle use areas."

Cross reference— Definitions and rules of construction generally, § 1-2 of this LDC; definitions, § 10-1 of this LDC.

1. **Requested Motion:**

Meeting Date: September 25, 2023

Public Safety Motorola Radio Purchase

Why the action is necessary:

Allows the purchase of additional radio and public safety communications for the Town.

What the action accomplishes:

Authorizes the purchase of a specified number of radios for public safety and emergency purchases.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Town staff have been looking into acquiring updated radios for use during regular operations as well as during emergency situations. The Town has a limited number of radios in Town vehicles and a few handheld radios currently, and are requesting to purchase additional radios for public safety and Town operations. The Town lost a few of the radios during Hurricane Ian and will continue to seek any reimbursement for those to assist in cost. After Hurricane Ian, radios proved to increase communication abilities even without cell signal with standard cellular networks. These radios will be able to connect with the Lee County Public Safety network in addition to the local Town channels and Motorola Solutions holds a Cooperative Purchasing Master Agreement # 00318 with the Florida Department of Management Services .

The N50 models are recommended by Motorola for more regular type communication, and the N70 models can be utilized off of the cellular LTE network across even farther distances. Factsheets for both models are attached to this item and **Town staff are seeking approval of preferred quantities of both of these radio types.** Quotes for 10 N50 radios, 2 bank chargers, and 5 spare batteries/single unit chargers and 10 N70 radios, chargers, and 5 batteries are included for reference but quantities can be adjusted for approval.\

N50: \$4,431.07 radio base price

N70: \$6,640.20 radio base price

From Motorola:

APX N50:

Motorola introduced this radio at APCO in August 2022. If making a radio purchase, Motorola recommends buying the N-series to maximize your investment in the radio's lifecycle. The APX N-series radios are Motorola's next-generation P25 portables. The APX N50 reflects Motorola Solution's ongoing commitment to advancing key performance capabilities for RF, Audio and Battery Life. The APX N50 is a compact platform that improves on key performance parameters and is optimized for high noise environments relative to the traditional APX 4000.

APX N70:

The APX N70 is one of Motorola's next-generation P25 radios that was announced at APCO last year.... the APX N-series (APX N70, APX N50 and APX N30)The APX N70 is a compact platform that improves on key performance parameters and is optimized for high noise environments. The radio has 6 programmable buttons; is rugged and offers broadband LTE connectivity.

Motorola offers (4) SmartFeatures for free as part of a 1-year trial period. The SmartFeatures are subscription-based and upon expiration of the promotional subscription, can be extended or allowed to lapse (which suspends the LTE service). Agencies can extend the Application Services as a bundled subscription or purchase one or two SmartFeatures with a-la-carte subscriptions. Agencies can purchase upto five years of Application Services in advance when making the initial radio purchase.

Motorola Solutions SmartFeatures distinguish the APX N70 from earlier APX platforms (as well as the APX N50/ N30) by leveraging the integrated smartphone-line User Interface and LTE/WiFi broadband connectivity to provide capabilities available on no other traditional P25 radio:

- Seamlessly extending system access beyond physical P25 radio coverage with SmartConnect
 - Streamlining software, security and configuration updates with SmartProgramming
 - Enhanced Situational Awareness through the APX N70 Map Display with SmartMapping
 - Device location tracking via CommandCentral AWARE browser map with SmartLocate
- To support ongoing firmware and template updates over broadband LTE, Motorola requires agencies to maintain the Device Managed Service (DMS) & Radio Central (database) subscription.

Attachments:

1. apx-n50_data-sheet
2. Town of Fort Myers Beach_QUOTE-2194414_APX N50 & Accessories_09-12-23_CV
3. apx-n70_data-sheet
4. Town of FMB_QUOTE-2317125_APX N70 & Accessories_09-06-23_CV
5. Town of FMB_QUOTE-2317125_APX N70 OutYears Subscription_09-06-23_CV
6. 1648039828_Public Safety Communications Products Services and Solutions Motorola Solutions Florida

Financial Impact:

6. Alternative Action

7. Management Recommendations:

Approve the purchase of radios for public safety and Town operations with a minimum of 10 N50s and 5 N70s.

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 - 9/14/2023
Approved - 9/14/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023



APX N50

SINGLE-BAND P25 PORTABLE TWO-WAY RADIO

SIMPLE. RELIABLE. SECURE

Staying connected and being able to collaborate, whenever, wherever, is a prerequisite for mobile workers.

Our APX N50 is a slim yet rugged pick-up-and-go radio that's designed to give first responders, public-safety support and administrative staff secure communications that they can rely on in the field to stay organized and effectively respond to whatever the day throws at them.

Remarkably small and sleek and tough enough for all day use in harsh environments. ViQi Basic Voice Control, large controls and display make it simple to use on the go. This is a radio that optimizes speed and space. Whatever the environment, users can hear and be heard with loud and clear audio. Advanced microphones and exclusive speaker design combined with leading APX audio algorithms automatically filter background noise and adjust volume levels to the environment, keeping hands free and focus optimized.

The APX N50 works reliably across a variety of frequencies, modes and protocols. It connects seamlessly with accessories and other devices via Bluetooth® or Wi-Fi, and can even switch between radio coverage and Wi-Fi with SmartConnect. Hardware encryption algorithms, batch radio programming tools, and a portfolio of services and tech support keep communications secure and ensure devices always have the latest features.





FEATURES

OPERATION MODES

Digital Trunking: 9600 Baud APCO P25 phase 1 FDMA and phase 2 TDMA

Digital Conventional: APCO 25

Analog Conventional: 3600 Baud SmartNet®, SmartZone®, Omnilink®

Analog Conventional: MDC 1200

ASTRO® 25 Integrated Voice and Data

SmartConnect via Wi-Fi¹

FREQUENCY BANDS

7/800 MHz

Up to 1000 channels¹

Up to 65 Zones¹

ADDITIONAL CONNECTIVITY

Bluetooth (Version 4.2)

Wi-Fi 802.11 a/b/g/n/ac, 2.4 and 5 GHz Bands

AUDIO FEATURES²

3 W Speaker with Adaptive Equalization

3 Microphones (2 Internal HDR, 1 Wind Mitigation)

Adaptive Dual-sided Operation

Adaptive Noise Suppression Intensity¹

Adaptive Gain Control

Adaptive Windporting¹

Noise Sensing Volume Control¹

Receive Volume Leveling¹

IMPRES Audio Accessory Compatibility

MANAGEMENT

Customer Programming Software (CPS)

Radio Management (RM)

LOCATION-TRACKING

Built-in GNSS (GPS, GLONASS)

SENSORS

Accelerometer (Man Down/Fall Alert)

SECURITY

256-bit AES¹

Single-key ADP encryption

Software Key

P25 Authentication¹

Multikey for 48 Keys and Multi-algorithm¹

Over-The-Air Rekeying (OTAR)¹

HAZLOC

Class I, Division 1, Groups C, D

Class II, Division 1, Groups E, F, G

Class III, Hazardous Locations

Class I, Division 2, Groups A, B, C, D

when used with 3200 mAh Div 1 Battery

MESSAGING

Canned Messages

VOICE INTERACTION

Customizable Voice Announcements

VIQ Basic Voice Control: Voice Actions with Predetermined Commands¹

ENERGY

Standard 2850 mAh Battery

Optional UL Div 1 3200 mAh Battery

IMPRES 2 Smart Battery Technology

OTHER FEATURES

Radio Profiles

Enhanced Data¹

Multicast Voting Scan¹

Man Down/Fall Alert¹

DVRS PSU¹

Digital Tone Signaling¹

APX Personnel Accountability¹

Instant Recall

Geofence

Stun Kill

Data Modem Tethering

Group Services

INGRESS PROTECTION

IP6x Dust

IPx8 submersion (2 m, 2 hr)

USER INTERFACE

2.4" Mission-critical Display: 240x320 TFT 65k Color Transflective Display

PTT Button: 1.22 x 0.47 in (31 x 12 mm)

16-position Channel Selector

Power/Volume Knob

Orange Emergency Button

3 Programmable Side Buttons (1-dot, 2-dot, purple/3-dot)

2 Programmable Front Buttons

DIMENSIONS

Radio with Standard Battery, no Antenna

Height: 5.3 in (135 mm)

Width: 2.2 in (55 mm)

Depth: 1.3 in (33 mm)

Weight: 13.1 oz (370 g)

Footnotes

¹ Optional Feature

² If using an audio accessory, a compatible audio accessory must be selected to leverage optional audio features.



PERFORMANCE

TRANSMITTER

	Note	700 MHz	800 MHz
Frequency Range / Bandsplits	-	762-776, 792-806 MHz	806-825, 851-870 MHz
Channel Spacing	-	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz
Maximum Frequency Separation	-	Full Bandsplit	Full Bandsplit
Rated RF Output Power (Adjustable)	1	1-2.5 W	1-3 W
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	1	±1.0 ppm	±1.0 ppm
Modulation Limiting (12.5 / 20 / 25 kHz Channel)	1	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz
Emissions (Conducted and Radiated)	1	-75 dBc	-75 dBc
Audio Response	1	+1, -3 dB	+1, -3 dB
FM Hum and Noise (12.5 / 25 kHz Channel)	-	-45 / -47 dB	-45 / -47 dB
Audio Distortion (12.5 / 25 kHz Channel)	1	1.00%	1.00%

RECEIVER

	Note	700 MHz	800 MHz
Frequency Range / Bandsplits	-	762-776, 799-806 MHz	851-870 MHz
Channel Spacing	-	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz
Maximum Frequency Separation	-	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated	1	0.5 W / 1 W	0.5 W / 1 W
Analog Sensitivity (12 dB SINAD)	2	0.25 µV	0.25 µV
Digital Sensitivity (1% BER)	3	0.4 µV	0.4 µV
Digital Sensitivity (5% BER)	3	0.25 µV	0.25 µV
Selectivity (12.5 / 25 kHz Channel)	1	-61.3 / -75.2 dB	-61.3 / -75.2 dB
Intermodulation Rejection	-	-75 dB	-75 dB
Spurious Rejection	-	-76.6 dB	-76.6 dB
FM Hum and Noise (12.5 / 25 kHz Channel)	-	-47 / -53 dB	-47 / -53 dB
Audio Distortion	1	1.00%	1.00%

IMPRES™ 2 BATTERIES

	Footnote	Part No	Capacity	Availability
Standard	-	PMNN4813	2850 mAh	Included
HAZLOC	4	PMNN4815	3200 mAh	Optional

ENCRYPTION

Supported Encryption Algorithms	ADP, AES-256, DES, DES-XL, DES-OFB, DVP-XL, Localized Algorithm
Encryption Algorithm Capacity	8
Encryption Keys per Radio	1024 Keys, Programmable for 48 Common Key References (CKR) upgradable to 64 CKRs, or 16 Physical Identifiers (PID)
Encryption Keying	Local Key Loader and Over-the-Air Rekeying (OTAR)
Synchronization	XL - Counter Addressing OFB - Output Feedback
Vector Generator	NIST-Approved Random Number Generator
Encryption Type	Digital and SecureNet, TLS1.2, SRTP
Key Storage	Tamper-protected Volatile or Non-volatile Memory
Key Erasure	Keyboard Command and Tamper Detection
Standards	FIPS 140-3 Level 1 and Level 3, FIPS 197
Device Certificates	x.509v3 ECC-P384, x.509v3 RSA-2048
Cipher Suites FIPS 140-2 Level 1	TLS_RSA_WITH_AES_256_GCM_SHA384 SRTP_AEAD_AES_256_GCM1

LOCATION TRACKING

	Footnote
Constellations	- GPS and GLONASS
Tracking Sensitivity	- -154 dBm
Accuracy	5 <10m (95%)
Cold Start	5 <60 Seconds (95%)
Hot Start	5 <5 Seconds (95%)
Mode	- Autonomous (non-assisted) GPS

WIRELESS

WiFi		
Standards Supported	-	802.11a/ b/g/n/ac
Frequency Range	-	2400-2472, 5180-5825 MHz
Security	-	Supports WPA-2, WPA, WEP
Capacity	-	Up to 20 SSIDs
Bluetooth		
Version	-	4.2 (LE)
Frequency Range	-	2402 - 2480 MHz
Security	-	SSP Pairing 128-bit AES-CDM Encryption for voice, data and signaling

AUDIO

	Standard	Upgrade
Audio Output Power at Rated	0.5 W	1 W
Audio Output Power at Max	2 W	3 W
Audio Response (EIA)	+1, -3 dB	+1, -3 dB
Speech Loudness at 12 in (300 mm)	98 phon	102 Phon
Audio Features	Adaptive Dual-sided Operation Adaptive Equalization Adaptive Gain Control IMPRES Audio	Adaptive Noise Suppression Intensity Adaptive Windporting Receive Volume Leveling Noise Sensing Volume Control

ENVIRONMENTAL AND REGULATORY

MIL-STD 810

MIL-STD 810C			MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G/H	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1, C3	503.3	I/A1, C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Submersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.3	IV	516.4	IV	516.5	IV	516.6	IV

ENVIRONMENTAL

	Footnote	
Operating Temperature	6	-30 to +60 °C (-22 to +140 °F)
Storage Temperature	6	-40 to +85 °C (-40 to +185 °F)
Humidity	-	Per MIL-STD 810
ESD	-	IEC 801 - 2 kV
Dust Resistance	-	IP6X
Water Resistance (Submersion)	-	IPX8 (2 meters, 2 hours)

REGULATORY

FCC ID	AZ489FT7161
IC ID	109U-89FT7161
LMR	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W
Bluetooth	1M18G1D, 1M1F1D, 2M1F1D
WiFi	12M9G1D, 16M7D1D, 17M9D1D, 36M2D1D, 17M5D1D, 18M4D1D, 36M8D1D, 76M1D1D
Model Number	H25UCF9PW6AN

1. Measured in the analog mode per TIA / EIA 603 under nominal conditions. Selectivity reflects newer 2-tone test method as defined in revision D TIA603-D issued in 2010.

2. Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.

3. Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.

4. Listed by UL to the standards ANSI/TIA 4950-A and CAN/CSA C22.2 NO. 157-92 Classification Rating: Class I, Division 1, Groups C, D; Class II, Division 1, Group E, F, G; Class III, Hazardous (Classified) Locations. ANSI/ISA 12.12.01-2015 and CAN/CSA C22.2 No. 213-15; Class I, Division 2, Groups A, B, C, D; T3C

5. Measured conductively with >6 satellites visible at a nominal -130 dBm signal strength. Specs provided are 95th percentile values.

6.LMR only. Front display, Wi-Fi, Bluetooth and GPS not available when radio internal temperature is below -20 °C (-4 °F). Batteries should be charged at 0 to +45 °C (+32 to +113 °F) and stored at +20 to +25 °C (+68 to +77 °F) . Reference motorolasolutions.com/batterycafe

All specifications are subject to change without notice.



For more information on APX N50, please visit: motorolasolutions.com/APXN50



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 motorolasolutions.com

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13891 Jetport Loop Road, 9
Fort Myers, FL 33913
Office: (863) 381-2211
Fax: (239) 236-0344

Town of Fort Myers Beach - Public Works

Qty.	Model	Description	Unit Price	Extended Price
<u>APX N50</u>				
10	H25UCF9PW6AN	APX N50 7/800 MODEL 2 PORTABLE	\$4,431.07	\$44,310.70
	BD00032AA	ESSENTIAL CORE BUNDLE		
		SMARTZONE 3600 OR 9600 DIGITAL TRUNKING (SINGLE SYSTEM)		
		TDMA OPERATION		
		ENHANCED DATA		
		WIFI CAPABILITY		
		PROGRAMMING OVER P25 (OTAP)		
		MULTICAST VOTING SCAN		
		ViQi VOICE CONTROL		
	BD00037AA	AUDIO BUNDLE		
		ADAPTIVE NOISE SUPPRESSION		
		ADAPTIVE SPEAKER VOLUME		
		EXTREME 1-SIDED NOISE REDUCTION		
	QA08853AA	RADIO MANAGEMENT & CPS CAPABILITY		
	LSV01S03084A	APX N50/30 DMS ESSENTIAL (3 YEARS)		
	LSV01S02014A	DEVICE PROGRAMMING		
		ONE-TIME APX N50 CODEPLUG CREATION	\$620.00	\$620.00
10	T7914	RADIO MANAGEMENT ONLINE	\$80.30	\$803.00
	UA00049AA	ADD: RADIO MANAGEMENT LICENSE		
<u>APX N50 Accessories</u>				
2	PMPN4594A	CHGR DESKTOP MULTI UNIT IMPRES 2 1 DISPLAY EXT	\$520.39	\$1,040.78
5	PMPN4820A	N50/N30 SINGLE UNIT DESKTOP CHARGER	\$62.57	\$312.85
5	PMNN4813A	N50/N30 2850 MAH SPARE BATTERY	\$130.31	\$651.55

TOWN OF FORT MYERS BEACH - PUBLIC WORKS TOTAL	\$47,738.88
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PLEASE ENSURE ALL PURCHASE ORDERS REFLECT THE FOLLOWING INFORMATION:

PAYMENT TERMS: NET 30

VENDOR NAME: MOTOROLA SOLUTIONS, INC.

YOUR BILL TO AND SHIP TO ADDRESS

YOUR PREFERRED EMAIL ADDRESS FOR ELECTRONIC INVOICING



APX **N70**

SINGLE-BAND P25 SMART RADIO

FOCUSED. FORWARD.

Safety and focus on the front line are paramount. Reliable and intuitive communications devices that are rugged and easy to use, are non negotiable for first responders. Clear communications have proven to be lifesaving in critical moments.

Reliable P25 radios must evolve to offer sophisticated features that work within a larger public safety ecosystem. They must deliver actionable intelligence to provide increased situational awareness during an incident.

We designed our APX N70 explicitly for this purpose. It provides public safety personnel the mission-critical communications and real-time information they need to stay connected and respond safely.

Inherently rugged, it offers an intuitive interface to ensure reliable eyes-up operation. Wherever they're working, responders will hear and be heard with the loudest and clearest audio possible.

The APX N70 works reliably across a variety of frequencies, modes and protocols. Communications are secure with hardware encryption algorithms and can be updated quickly with batch radio programming and management tools. Optional next generation features such as LTE and smart apps enhance in-field intelligence for improved situational awareness so first responders can respond with focus and efficiency.





FEATURES

OPERATION MODES

Digital Trunking: 9600 Baud APCO P25 phase 1 FDMA and phase 2 TDMA
Digital Conventional: APCO 25
Analog Conventional: 3600 Baud SmartNet®, SmartZone®, Omnilink®
Analog Trunking: MDC 1200
ASTRO® 25 Integrated Voice and Data
SmartConnect Multi-net Connectivity¹

FREQUENCY BANDS

7/800 MHz
Up to 3000 Channels
Up to 200 Zones¹

ADDITIONAL CONNECTIVITY

Bluetooth (Version 5.0)
Wi-Fi 802.11 a/b/g/n/ac, 2.4 and 5 GHz Bands
LTE¹
NFC (Near-Field Communications)²

AUDIO FEATURES

3 W Speaker with Adaptive Equalization
2 Internal HDR Microphone
Adaptive Dual-sided Operation
Adaptive Noise Suppression Intensity¹
Adaptive Gain Control
Adaptive Windporting¹
IMPRES™ Audio Accessory Compatibility
Noise Sensing Volume Control¹
Receive Volume Leveling¹

MANAGEMENT

RadioCentral™
Radio Management (RM)
CPS (Customer Programming Software)
SmartProgramming¹

LOCATION-TRACKING

Built-in GNSS (GPS, Galileo and GLONASS)
SmartLocate and Indoor Positioning¹
SmartMapping¹

SECURITY

256-bit AES¹
Single-key ADP Encryption
Software Key
P25 Authentication¹
Multikey for up to 128 Keys and Multi-algorithm¹
Touchless Key Provisioning³
Over-The-Air Rekeying (OTAR)¹

HAZLOC

Class I, Division 1, Groups C, D
Class II, Division 1, Groups E, F, G
Class III, Hazardous Locations
Class I, Division 2, Groups A, B, C, D when used with 3650 mAh Div 1 Battery

MESSAGING

Canned Messages
SmartMessaging¹

VOICE INTERACTION

Customizable Voice Announcements
ViQi Voice Control: Radio Actions with Intuitive Commands¹
ViQi Virtual Partner Service¹

ENERGY

Standard 3200 mAh Battery
Optional High-cap 4400 mAh Battery
Optional UL Div 1 3650 mAh Battery
IMPRES 2 Smart Battery Technology

SENSORS

Ambient Light (Intelligent lighting)
Accelerometer x2 (Display Orientation, Man Down)

OTHER FEATURES

Radio Profiles
Enhanced Data¹
Multicast Voting Scan¹
Man Down/Fall Alert¹
DVRs PSU¹
Digital Tone Signaling¹
APX Personnel Accountability¹
Instant Recall

INGRESS PROTECTION

IP6x Dust
IPx8 submersion (2 m, 4 hr)
MIL-STD Delta-T, 512.X Procedure 1

USER INTERFACE

3.0" Mission-critical Touchscreen: 360x600 TFT 24-bit Full Color Transflective Display
Capacitive Touch Technology: Usable with Gloves Up to 4 mm Thick, Resistant to False Actuation from Fresh or Saltwater, Snow, Ice, Dirt or Grease
High Velocity User Interface: Large Touch Targets, Shallow Menu Hierarchy, Home Screen Information at a Glance, Integrated Applications
1.2" Top Display: 200x112 TFT 18-bit Color Transflective Screen, 1 Line of Icons, 2 Lines of Text, 14 Characters per Line, 2 mm Toughened Glass Lens
PTT Button: 1.26 x 0.55 in (32 x 14 mm)
16-position Channel Selector
Angled Power/Volume Knob
Orange Emergency Button
3 Programmable Side Buttons (1-dot, 2-dot, purple)
Concentric 2-position Switch
ABC Zone Switch
ViQi Button (3-dot)
Display On/Off/Home Button
6 Programmable Buttons Under Display

DIMENSIONS

Radio with Standard Battery, no Antenna

Height: 5.4 in (136 mm)
Width: 2.4 in (60 mm)
Depth: 1.7 in (44 mm)
Weight: 17.4 oz (493 g)

Footnotes

¹ Optional Feature

² Hardware-ready

³ Included with use of OTAR combined with RadioCentral
Feature list subject to change without notice



PERFORMANCE

TRANSMITTER

	Note	700 MHz	800 MHz
Frequency Range / Bandsplits	-	762-776, 792-806 MHz	806-825, 851-870 MHz
Channel Spacing	-	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz
Maximum Frequency Separation	-	Full Bandsplit	Full Bandsplit
Rated RF Output Power (Adjustable)	1	1-2.5 W	1-3 W
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	1	±1.0 ppm	±1.0 ppm
Modulation Limiting (12.5 / 20 / 25 kHz Channel)	1	±2.5 / ±4 / ±5 kHz	±2.5 / ±4 / ±5 kHz
Emissions (Conducted and Radiated)	1	-75 dBc	-75 dBc
Audio Response	1	+1, -3 dB	+1, -3 dB
FM Hum and Noise (12.5 / 25 kHz Channel)	-	-47 / -52 dB	-47 / -52 dB
Audio Distortion (12.5 / 25 kHz Channel)	1	1.00%	1.00%

RECEIVER

	Note	700 MHz	800 MHz
Frequency Range / Bandsplits	-	762-776, 799-806 MHz	851-870 MHz
Channel Spacing	-	12.5 / 20 / 25 kHz	12.5 / 20 / 25 kHz
Maximum Frequency Separation	-	Full Bandsplit	Full Bandsplit
Frequency Stability (-30 °C to +60 °C; +25 °C Ref.)	1	1 W / 3 W	1 W / 3 W
Analog Sensitivity (12 dB SINAD)	2	0.25 µV	0.25 µV
Digital Sensitivity (1% BER)	3	0.375 µV	0.375 µV
Digital Sensitivity (5% BER)	3	0.24 µV	0.24 µV
Selectivity (12.5 / 25 kHz Channel)	1	-61.3 / -75.2 dB	-61.3 / -75.2 dB
Intermodulation Rejection	-	80/78 dB	80 dB
Spurious Rejection	-	76.6 dB	76.6 dB
FM Hum and Noise (12.5 / 25 kHz Channel)	-	-47 / -53 dB	-47 / -53 dB
Audio Distortion	-	1.00%	1.00%

IMPRES™ 2 BATTERIES

	Footnote	Part No	Capacity	Availability
Standard	-	PMNN4816	3200mAh	Included
HAZLOC	4	PMNN4818	3650mAh	Optional
High Capacity	-	PMNN4817	4400mAh	Optional

ENCRYPTION

Supported Encryption Algorithms	ADP, AES-256, DES, DES-XL, DES-OFB, DVP-XL, Localized Algorithm
Encryption Algorithm Capacity	8
Encryption Keys per Radio	1024 Keys, Programmable for 64 Common Key References (CKR) , upgradable to 128 CKRs, or 16 Physical Identifiers (PID)
Encryption Keying	Local Key Loader and Over-the-Air Rekeying (OTAR)
Synchronization	XL - Counter Addressing OFB - Output Feedback
Vector Generator	NIST-Approved Random Number Generator
Encryption Type	Digital and SecureNet, TLS1.2, SRTP
Key Storage	Tamper-protected Volatile or Non-volatile Memory
Key Erasure	Keyboard Command and Tamper Detection
Standards	FIPS 140-3 Level 1 and Level 3, FIPS 197
Device Certificates	x.509v3 ECC-P384, x.509v3 RSA-2048
Cipher Suites FIPS 140-2 Level 1	ECDHE_ECDSA_WITH_AES256_GCM_SHA384 TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384 TLS_ECDHE_RSA_WITH_AES_256_CBC_SHA TLS_RSA_WITH_AES_256_GCM_SHA384 SRTP_AEAD_AES_256_GCM1

LOCATION TRACKING

	Footnote	
Constellations	-	GPS, GLONASS and Galileo
Tracking Sensitivity	-	-159 dBm
Accuracy	5	<5m (95%)
Cold Start	5	<60 Seconds (95%)
Hot Start	5	<5 Seconds (95%)
Mode	-	Autonomous (Assisted Only)

WIRELESS

LTE	Footnote	
Bands Supported	-	2, 4, 12, 13, 14
Bands (Hardware Ready)	-	17
Device Category	-	4
Certifications	6	FirstNet®, Verizon®, Bell Mobility
WiFi		
Standards Supported	-	802.11a/ b/g/n/ac
Frequency Range	-	2400-2472, 5180-5825 MHz
Security	-	Supports WPA-2, WPA, WEP
Capacity	-	Up to 20 SSIDs
Bluetooth		
Version	-	5.0
Frequency Range	-	2402 - 2480 MHz
Security	-	128-bit AES-CCM Encryption

AUDIO

	Standard	Upgrade
Audio Output Power at Rated	1 W	3 W
Audio Output Power at Max	3 W	5 W
Audio Response (EIA)	+1, -3 dB	+1, -3 dB
Speech Loudness at 12 in (300 mm)	102 phon	105 Phon
Audio Features	Adaptive Dual-sided Operation Adaptive Equalization Adaptive Gain Control IMPRES Audio	Adaptive Noise Suppression Intensity Adaptive Windporting Noise Sensing Volume Control Receiving Volume Leveling

ENVIRONMENTAL AND REGULATORY

MIL-STD 810

MIL-STD 810C			MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G/H	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1, C3	503.3	I/A1, C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Submersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.3	IV	516.4	IV	516.5	IV	516.6	IV

ENVIRONMENTAL

Footnote		
Operating Temperature	7	-30 to +60 °C (-22 to +140 °F)
Storage Temperature	7	-40 to +85 °C (-40 to +185 °F)
Humidity	-	Per MIL-STD 810
ESD	-	IEC 801 - 2 kV
Dust Resistance	-	IP6X
Water Resistance (Submersion)	-	IPX8 (2 meters, 4 hours) MIL-STD Delta-T, 512.X Procedure 1

REGULATORY

FCC ID	AZ489FT7147
IC ID	109U-89FT7147
LMR	8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E
Bluetooth	1M18G1D, 1M1F1D, 2M1F1D
WiFi	12M9G1D, 16M7D1D, 17M9D1D, 36M2D1D, 17M5D1D, 18M4D1D, 36M8D1D, 76M1D1D
LTE	Band 2 (1850.7 - 1910 MHz), Modulation: *G7D, *D7W Band 4 (1710.7 - 1755 MHz), Modulation: *G7D, *D7W Band 12 (699.7 - 716 MHz), Modulation: *G7D, *D7W Band 13: (777-787 MHz), Modulation *G7D, D7W Band 14 (788 - 798 MHz), Modulation: *G7D, *D7W
Single-band Model Number	H35UCT9PW8AN

1. Measured in the analog mode per TIA / EIA 603 under nominal conditions. Selectivity reflects newer 2-tone test method as defined in revision D TIA603-D issued in 2010

2. Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.

3. Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.

4. Listed by UL to the standards ANSI/TIA 4950-A and CAN/CSA C22.2 NO. 157-92 Classification Rating: Class I, Division 1, Groups C, D; Class II, Division 1, Group E, F, G; Class III, Hazardous (Classified) Locations. ANSI/ISA 12.12.01-2015 and CAN/CSA C22.2 No. 213-15; Class I, Division 2, Groups A, B, C, D; T3C

5. Measured conductively with >6 satellites visible at a nominal -130 dBm signal strength. Specs provided are 95th percentile values.

6. SIM cards for the listed carriers can be pre-installed at Motorola Solutions factory or supplied by the end user via Bring Your Own SIM (BYOS) for certified carriers.

7. LMR only. Front display, LTE, Wi-Fi, Bluetooth and GPS not available when radio internal temperature is below -20 °C (-4 °F). Batteries should be charged at 0 to +45 °C (+32 to +113 °F) and stored at +20 to +25 °C (+68 to +77 °F) . Reference motorolasolutions.com/batterycare

All specifications are subject to change without notice.



For more information on APX N70, please visit: motorolasolutions.com/APXN70



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. 800-367-2346 motorolasolutions.com

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13891 Jetport Loop Road, 9
Fort Myers, FL 33913
Office: (863) 381-2211
Fax: (239) 236-0344

Town of Fort Myers Beach - Public Works

Qty.	Model	Description	Unit Price	Extended Price
<u>APX N70</u>				
10	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	\$6,640.20	\$66,402.00
	BD00001AA	CORE BUNDLE		
		SMARTZONE P25 DIGITAL TRUNKING		
		TDMA OPERATION		
		AES & ADP ENCRYPTION		
		WIFI CAPABILITY		
		WIFI OUT OF THE BOX PROVISIONING		
		ENHANCED DATA		
		MULTICAST VOTING SCAN		
		ViQi VOICE CONTROL		
		SUBMERSIBLE DELTA-T		
	BD00037AA	AUDIO BUNDLE		
		ADAPTIVE NOISE SUPPRESSION		
		ADAPTIVE SPEAKER VOLUME		
		EXTREME 1-SIDED NOISE REDUCTION		
	QA09030AA	MOTOROLA HOSTED RADIO CENTRAL W/ CPS		
	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US		
		FIRST YEAR OF APPLICATION SERVICES		
	H638EB	SMART LOCATE MAPPING (YEAR 1 FREE PROMO)		
	SSV01P01685B	CC AWARE STARTER		
	H636AA	APPLICATION BUNDLE (YEAR 1 FREE PROMO)		
	SSV01P01407B	SMART PROGRAMMING		
	SSV01P01406A	SMART CONNECT		
	SSV01P01476A	SMART LOCATE		
	SSV01P01902A	SMART MAPPING		
		DEVICE MANAGED SERVICES OPTIONS		
	LSV01P03092A	RADIO CENTRAL		
	H637AB	RADIO CENTRAL (YEAR 1 FREE PROMO)		
	LSV01S03061A	ESSENTIAL WITH ACCIDENTAL DAMAGE (3 YEARS)		
	LSV01S02014A	DEVICE PROGRAMMING		
		ONE-TIME APX N70 CODEPLUG CREATION	\$620.00	\$620.00
		ONE-TIME APX N70 INITIAL DEPLOYMENT	\$5,000.00	\$5,000.00
<u>APX N70 Accessories</u>				
1	PMPN4591A	CHGR DESKTOP MULTI UNIT IMPRES 2 6 DISPLAYS	\$1,313.48	\$1,313.48
10	PMPN4604A	N70 SINGLE UNIT DESKTOP CHARGER	\$151.21	\$1,512.10
5	PMNN4816A	N70 3200 MAH SPARE BATTERY	\$164.62	\$823.10

TOWN OF FORT MYERS BEACH - PUBLIC WORKS TOTAL	\$75,670.68
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SERVICE SUBSCRIPTIONS AFTER YEAR 1

Budgetary Yearly Subscription Costs

Device Managed Services - Years 1-3 already includes the 3 Years Essential Services w/ Accidental Damage with the radio purchase.
Years 4-7 includes DMS Essential Services with Accidental Damage

Radio Central - Cloud-based device management db - Years 1-3 already included with the radio purchase. Years 4-7 includes Radio Central.

Application Service Subscriptions - Year 1 already includes (4) Applications (promo) with the radio purchase - SmartConnect, SmartProgramming, SmartMapping and SmartLocate.
Years 2 - 7 includes a bundle of (4) applications.

Quantity (10) - APX N70	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
DMS Essential w/ Accidental Damage (mandatory)	\$ -	\$ -	\$ -	\$1,329.60	\$1,329.60	\$1,329.60	\$1,329.60
Radio Central (mandatory)	\$ -	\$ -	\$ -	\$320.40	\$320.40	\$320.40	\$320.40
Bundle (4) Application Services	\$ -	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
CommandCentral AWARE Patrol Starter with APX NEXT Device Location	\$ -	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400	\$3,400
Subscription Total	\$ -	\$6,400.00	\$6,400.00	\$8,050.00	\$8,050.00	\$8,050.00	\$8,050.00

NOTE: Projection based on current prices of outyears.



**Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS**

**For
Public Safety Communications Products, Services, and Solutions**

This Alternate Contract Source No. 43190000-22-NASPO-ACS, Public Safety Communications Products, Services, and Solutions (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Motorola Solutions, Inc. (Contractor), located at 500 W Monroe Street Suite 4400, Chicago, IL 6661-3781 collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract.

WHEREAS, the State of Washington, competitively procured public safety communication products, services, and solutions and executed Master Agreement 00318, (Master Agreement), with the Contractor;

WHEREAS, the Secretary of Management Services has evaluated the Master Agreement and determined that use of the Master Agreement is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Agreement became effective January 1, 2022, and its term currently ends on December 31, 2026. The Master Agreement has two years of renewals available. The Contract will become effective on the date signed by all Parties. The Contract will expire on December 31, 2026, unless terminated earlier or renewed in accordance with Exhibit A or Exhibit B, Special Contract Conditions, as applicable.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, C, and this Contract document constitute the Participating Addendum to the Master Agreement and modify or supplement the terms and conditions of the Master Agreement. All exhibits listed below are incorporated by reference

**Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions**

into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Price Sheet
- e) Exhibit D: Master Agreement (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation. The lack of a comparable Florida law does not limit the effectiveness of any provision in the Master Agreement except to the extent the provision conflicts with this Contract.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:

Andrew Chyterbok
Motorola Solutions, Inc.
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Tel: (360) 409-3223
andrew.chyterbok@motorolasolutions.com

Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

MOTOROLA SOLUTIONS, INC.

DocuSigned by:



Name: Danny Sanchez

Title: Territory Vice President

2/28/2022 | 5:03 PM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES



J. Todd Inman, Secretary

3/8/2022

Date:

1. **Requested Motion:**

Meeting Date: September 25, 2023

Approve purchase of National Fitness Court Outdoor Equipment

Why the action is necessary:

The Town was offered a grant again for the purchase of outdoor fitness equipment. Due to the total cost, this approval is being brought to Town Council.

What the action accomplishes:

Approves the purchase of replacement outdoor fitness equipment, installation, and potential shade sail covers.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Jeff Hauge, Interim Culture,
Parks & Recreation Director

5. **Background:**

In 2018, the Town Council approved a purchase of outdoor fitness equipment. Originally in 2018, the Town of Fort Myers Beach was awarded a grant in the amount of \$30,000 towards a fitness court for Bay Oaks Recreational Campus. This project was recently approved in the FY19/20 budget. The remainder of the funds in the amount of \$94,800 were appropriated/allocated from Park Impact Fees.

Right before Ian, Town staff were scheduling installation of the fitness equipment and finished concrete base preparations on the front parcel. Since Hurricane Ian, Town staff have been in communication with the original supplier to obtain quotes and grant funding to replace this equipment that was lost in Hurricane Ian. The NFC is offering the original grant amount of \$30,000 plus an additional \$10,000 that we did not receive the first time for the replacement equipment. The new total price for the replacement equipment with the grant money included is \$115,000. An additional \$25,000 is also included in the total price for professional installation of the equipment.

The total cost expected for the equipment and installation is \$140,000.

The manufacturer has also provided an estimate for shade sail covers for the outdoor fitness court for an optional not to exceed total of \$40,000, but may be less depending on the size and type of shade covers selected.

Attachments:

1. Town of Fort Myers Beach, FL - 2023 Notice of Award & Grant Program Requirements
2. 2023 NFC Briefing Presentation_Healthy Cities (10) (3)
3. 2. Shade Structure Information (USA Shade)

Financial Impact:

\$125,000 for equipment, \$25,000 for installation, and \$25,000 for shade sail covers

6. **Alternative Action**

7. **Management Recommendations:**

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
Andy Hyatt, Town Manager

Created/Initiated - 9/18/2023
Approved - 9/18/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023



Congratulations!

Town of Fort Myers Beach, FL has been selected as a 2023 Healthy Cities Campaign Grant Recipient!

Dear Jeff and Jason,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that the Town of Fort Myers Beach, FL has been selected as a grant eligible partner in the 2023 Healthy Cities Campaign! This notification letter confirms eligibility for one (1) 2023 NFC Grant of \$30,000, in addition to a \$10,000 NFC Challenge Grant. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The \$40,000 Grant Awards will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council within 30 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Mike Cole – as your dedicated partner and champion in support of this partnership. Over the coming months, Mike will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2023 Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2023 Healthy Cities Campaign, and we look forward to making world-class fitness free in the Town of Fort Myers Beach, FL!

Best in Fitness,

Mitch Menaged, Founder



Town of Fort Myers Beach, FL - National Fitness Campaign

2023 Funding Cycle Grant Program Requirements (G.P.R.)

Important: Grant Program Requirement (GPR) Dates must be adhered to in order to confirm grant availability within the awarded campaign year. While NFC strives to accommodate all approved applicants for participation, National Fitness Campaign cannot guarantee grant availability within each calendar year should approved milestone dates not be met, due to the volume of applicants joining the campaign and limited nature of Grant Funding in each state. Please contact your Partnership Development manager for more information.

MILESTONE 1: ADOPTION

Summary: Commit to project adoption and confirm intent to provide remaining matching funding

- Requirement: Complete Resolution of Adoption
- **Deadline: 9/27/2023**

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O). Refer to Official Quote and Funding Requirements Summary for details.
 - **Remaining Funding Requirement: (\$115,000)**
- **Deadline: 11/1/2023**

MILESTONE 3: SHIPMENT FOR STORAGE

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
- **Deadline: 11/2/2023 to 11/23/2023**

MILESTONE 4: PLANNING AND DESIGN

Summary: Confirm Fitness Court Orientation and Site Layout, Approve Fitness Court® Art Designs

- Requirement: Approve Site Orientation, Site Plan and Approve artwork.
- **Deadline: December 2023**

MILESTONE 5: CONCRETE SLAB INSTALLATION

Summary: Review concrete slab drawings & schedule concrete installer, Confirm Art is produced and shipped.

- Requirement: Install concrete slab (cure time of 28 days before Fitness Court® installation)
 - **Estimated Funding Requirement: \$0-\$20,000**
- **Deadline: Complete**

MILESTONE 6: FITNESS COURT® ASSEMBLY

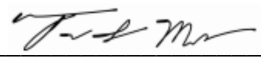
Summary: Select Fitness Court® Assembly Team - NFC'S Installation Network is recommended, (includes art install)

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
 - **Estimated Funding Requirement: \$25,000**
- **Deadline: November/December 2023 - pending weather**

MILESTONE 7: PRESS LAUNCH CEREMONY

Summary: Hold Fitness Court® press launch event & ribbon cutting (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline: January 2024 - pending weather**

G.P.R. Authorized by:  Trent Matthias - Campaign Director



NATIONAL FITNESS CAMPAIGN

CAMPAIGN BRIEFING



2023



BROUGHT TO YOU BY



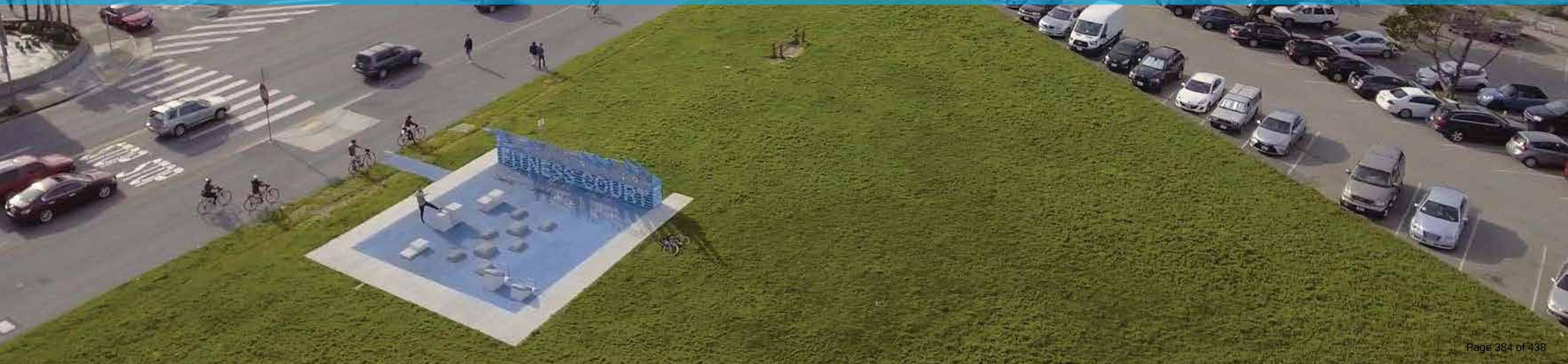
WHO WE ARE

National Fitness Campaign is a wellness consulting firm. Our mission is to build healthy communities.



WHAT WE DO

NFC develops partnerships with cities, schools and sponsors to fund, build, and activate outdoor Fitness Courts, making world class fitness free.



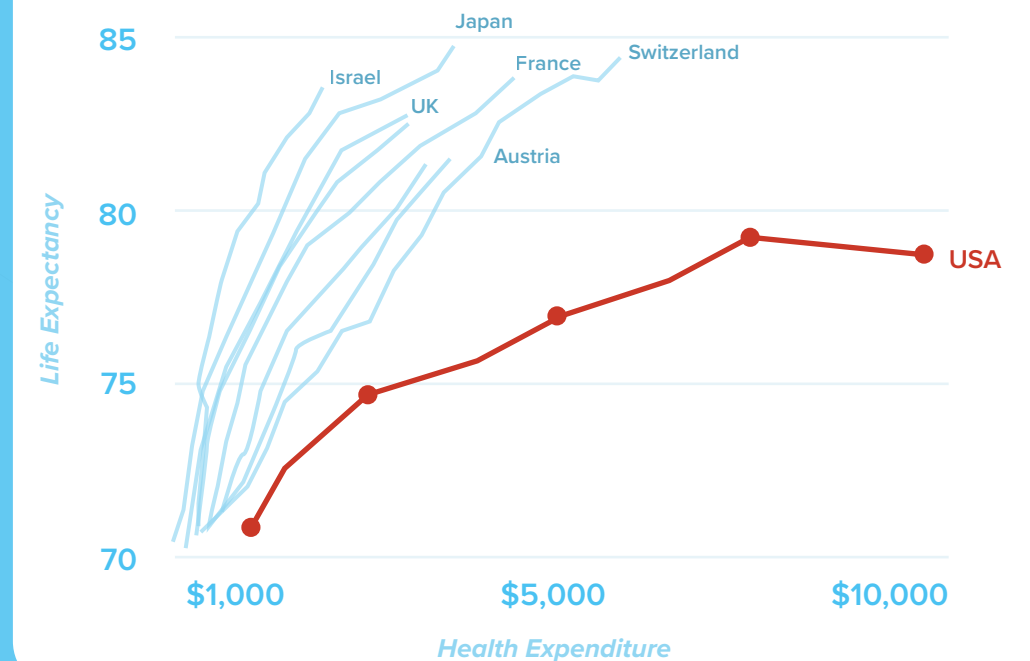


WHY WE DO IT

TO MAKE WORLD CLASS FITNESS FREE

THE PROBLEM

Life Expectancy vs Health Expenditure



America is facing a health crisis caused by sedentary lifestyles and cities designed for cars. USA spends more money than any other on healthcare with poor results.

THE SOLUTION

When communities are designed to support wellbeing, health outcomes change!

40+ YEARS IN THE MAKING

CAMPAIGN HISTORY



FITNESS COURT INVENTED
SAN FRANCISCO • STANFORD



1979



FIRST NATIONAL SPONSOR
3 COUNTRIES • 10,000 FITNESS COURTS



1980's



REDESIGNED
FOR IMPACT IN 21ST CENTURY



2012



WELCOMING 500TH
HEALTHY COMMUNITY ACROSS AMERICA



2023



NFC EXPANDS TO 10,000
COMMUNITIES WITH PARTNERS



2030's

Campaign Overview

National Fitness Campaign



A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM



FITNESS COURT

WORLDS BEST OUTDOOR GYM



7 MOVEMENT FULL BODY WORKOUT
FUNCTIONAL TRAINING SYSTEM
DIGITALLY ACTIVATED | COACH IN YOUR POCKET



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND



ADULTS OF ALL AGES AND ABILITY



I am glad to see movements to improve balance.

- Carol Claybaker, Senior Resident of Janesville, WI

Campaign Services

National Fitness Campaign



Planning & Funding Support





Pre Launch Support





Ambassador Training





Media & Press



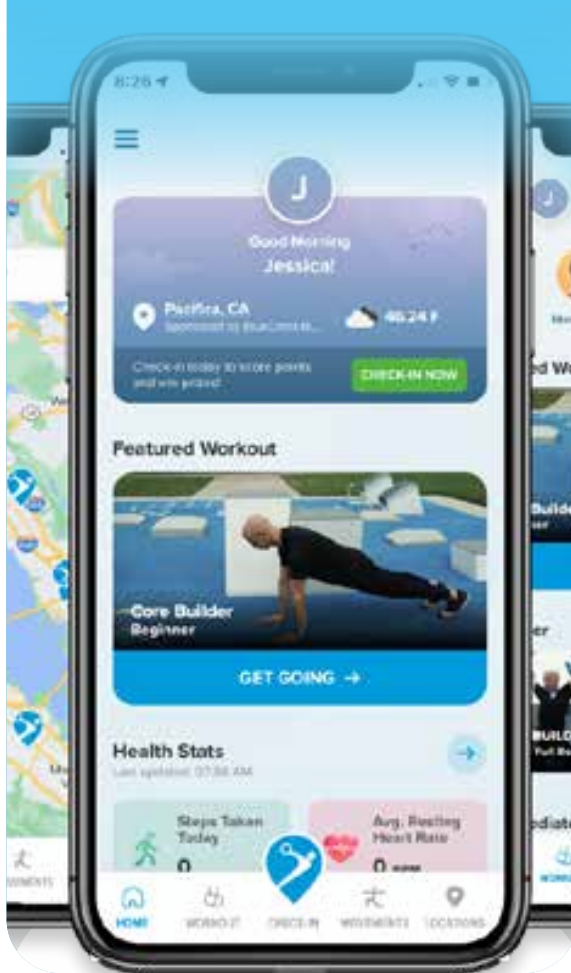


Launch & Ribbon Cutting





Fitness Court® App

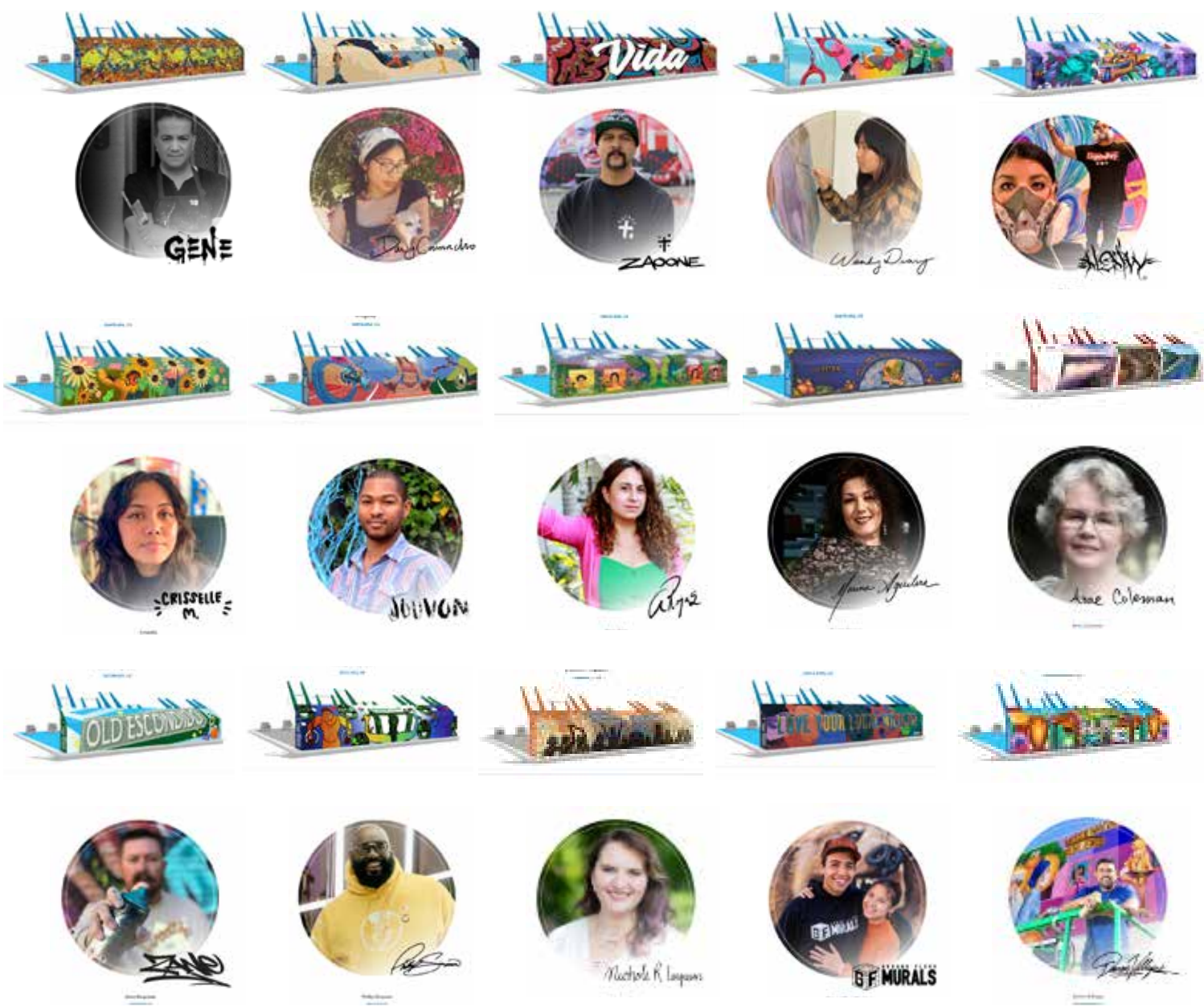




WE BUILD HEALTHY COMMUNITIES!

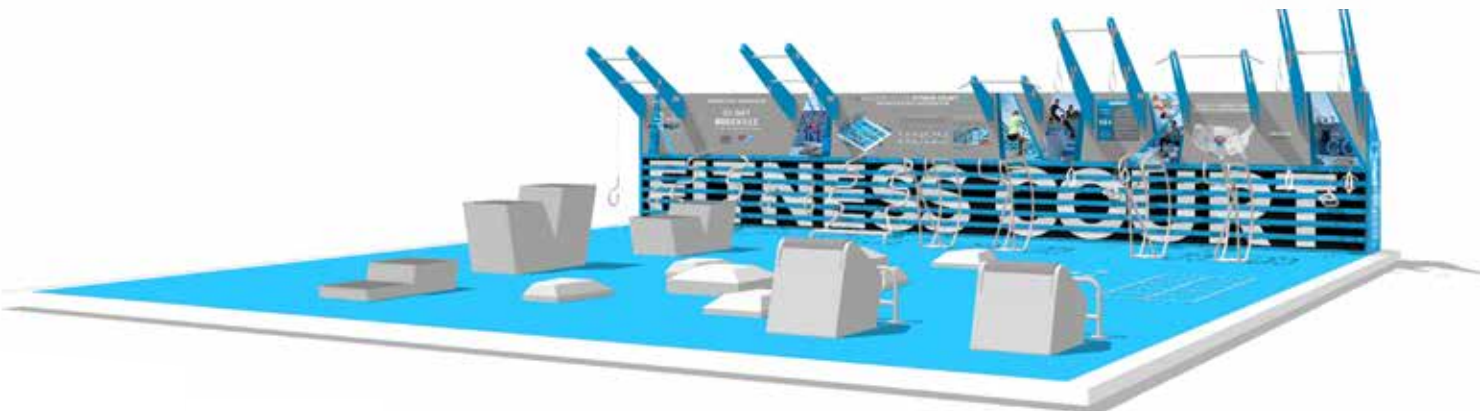
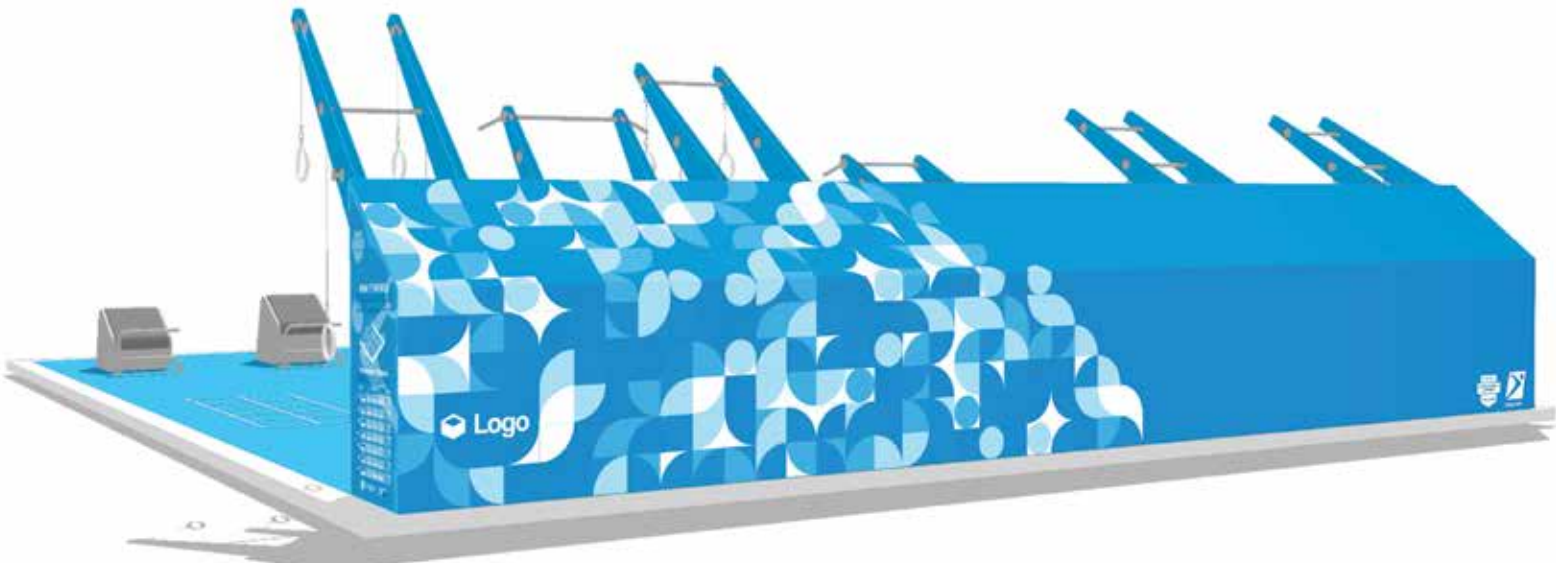
Fitness Court® Public Art

Inspiration Meets Wellness



ARTISTS FROM ACROSS THE COUNTRY

Fitness Court® Public Art



2023 NFC Public Art Collection
No Additional Funding Required

EACH FITNESS COURT® IS A ONE-OF-A-KIND WORK OF ART.

NFC DESIGN STUDIO

Additional Funding Required:
\$10,000



LOCAL ARTIST

Additional Funding Required:
\$25,000



FEATURED ARTIST

Additional Funding Required
\$50,000
Limited licenses available



2023 JEAN-MICHEL BASQUIAT

Campaign Overview

National Fitness Campaign



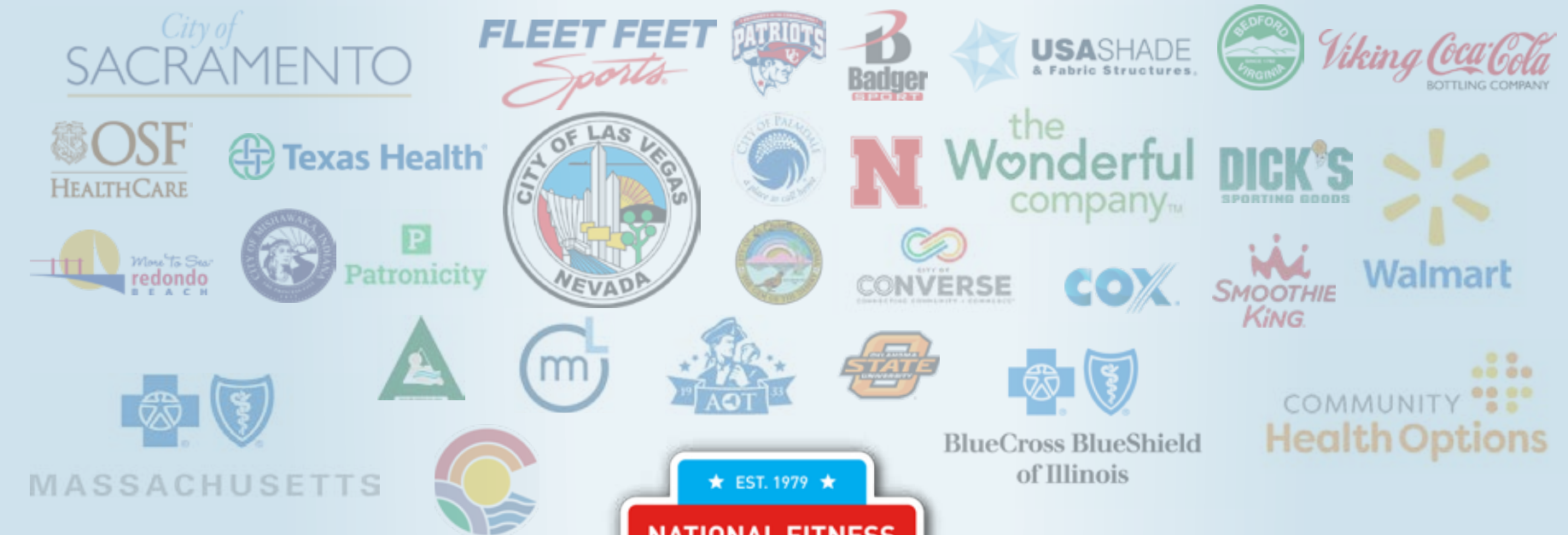
A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM

National Fitness Campaign Grows to 5000 Cities & Schools by 2030



NFC'S GOAL

BUILD A FREE OUTDOOR FITNESS COURT® WITHIN A 10 MINUTE BIKE RIDE OF EVERY AMERICAN



AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

**MAJOR HEALTHCARE PROVIDERS
MUNICIPALITIES • SCHOOLS
INDUSTRY AFFILIATES • CORPORATIONS & LOCAL SPONSORS**





NATIONAL FITNESS CAMPAIGN

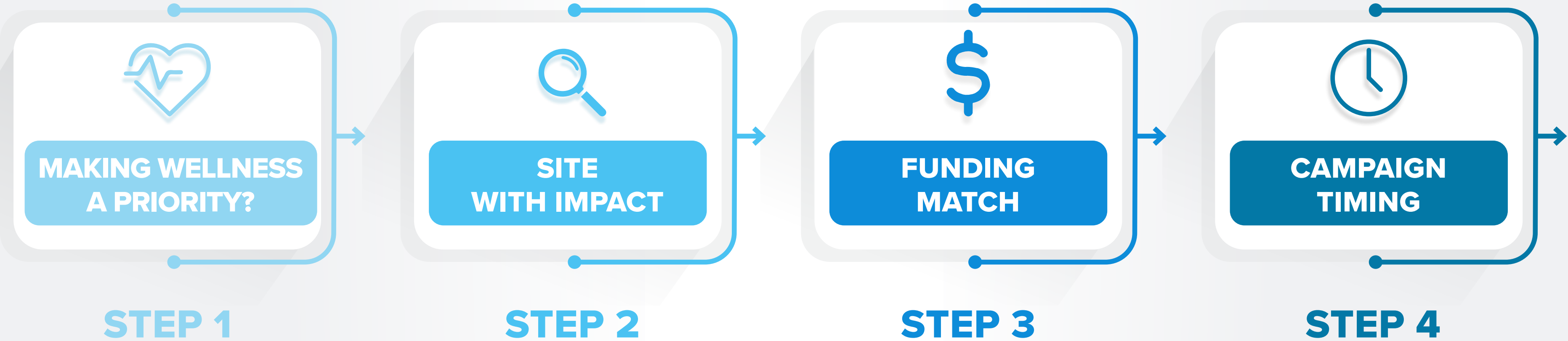
2023

200 PARTNERS

WE'RE PLEASED TO ANNOUNCE OUR 2023 CAMPAIGN

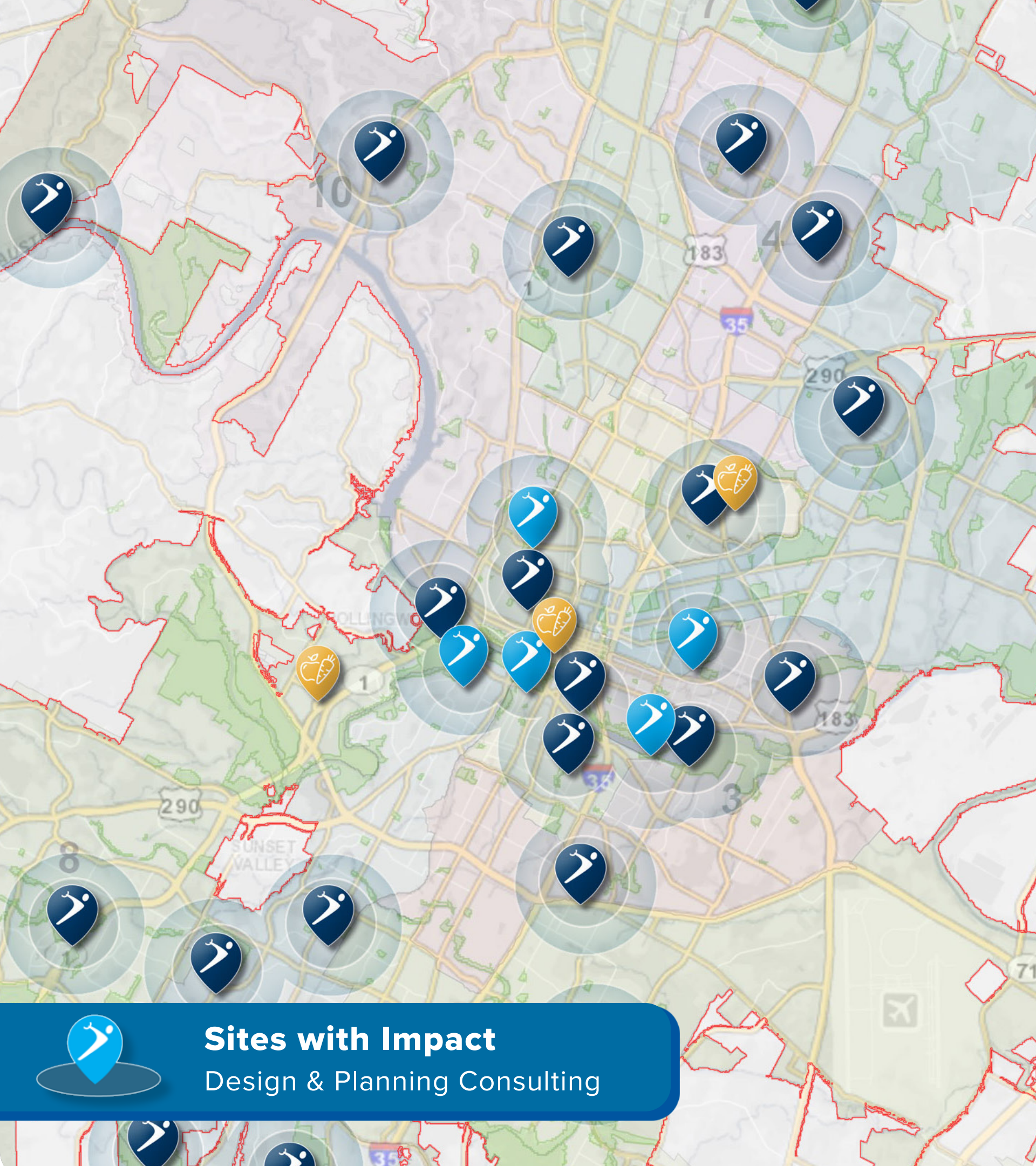
NFC Grant Requirements

Program Qualification



NFC GRANT PROGRAM QUALIFICATION REQUIREMENTS





Sites with Impact
Design & Planning Consulting

STEP 2

Qualify site locations for Funding

1

VISIBLE

Site locations must be recognizable with high visibility.



2

ACTIVE

Site locations must be heavily trafficked and centrally located.



3

CONNECTED

Site locations must be integrated with pedestrian infrastructure.



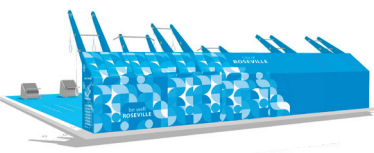
2023 CAMPAIGN FUNDING REQUIREMENT

NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services \$ 155,000

NFC Grant Funding Award  (\$30,000)

Art & Custom Color Options



NFC Standard
Included



NFC Design Studio
\$10,000



Local Artist
\$25,000



Featured Artist
\$50,000

OPTIONAL

NFC PROGRAM TOTAL \$ 125,000

CONCRETE SLAB

Can be performed in-house or in-kind est. \$ 0-20,000

NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court Assembly \$ 25,000
Art & Graphic Installation With Prevailing Wage Rates: \$27,000
Installation Partner (separate agreement)

Fitness Court installation is a specialized installation that requires expertise, proper certifications, and proven field experience

INSTALLATION & CONCRETE TOTAL ESTIMATE \$ 25,000-47,000

STEP 3



AWARDEE TOTAL
REMAINING
FUNDING
REQUIREMENT

PROGRAM + INSTALLATION

\$125,000-
\$172,000

Includes standard art collection

Alternate Funding Pathways

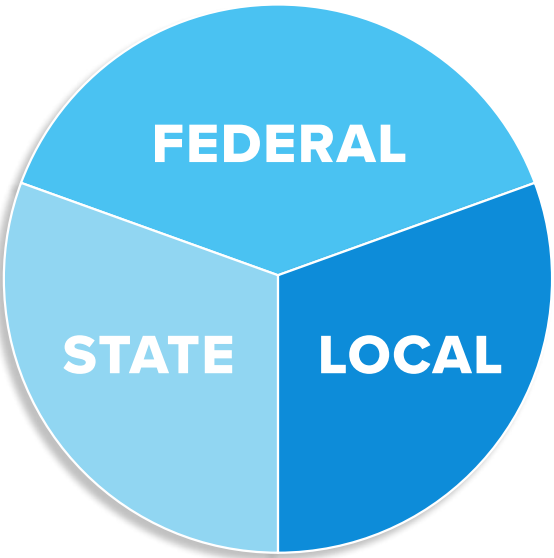
Federal | State | Local | Regional



ALTERNATE FUNDING PATHWAYS

NFC CONSULTATIVE SUPPORT

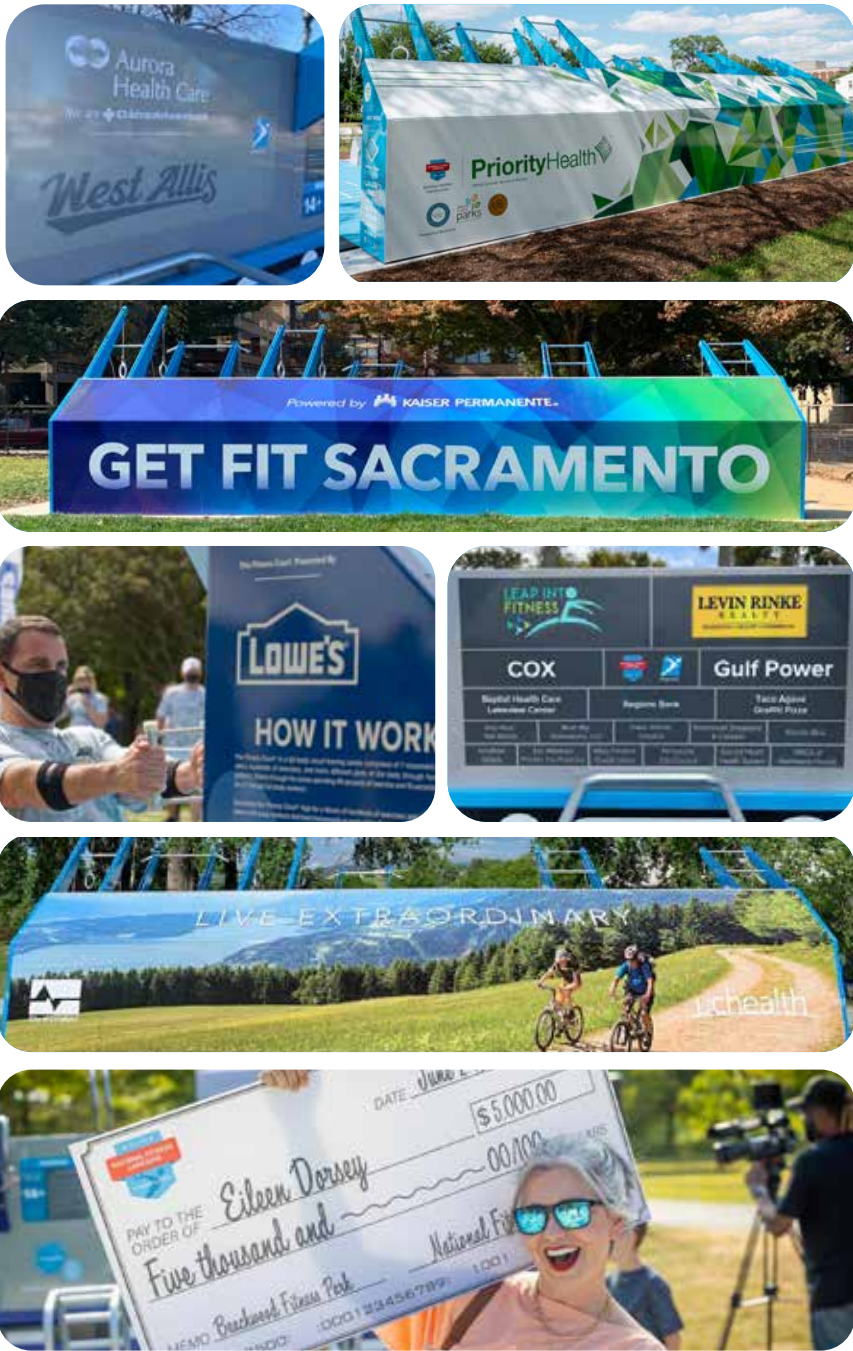
FEDERAL AND STATE FUNDING



Expert funding consulting
for eligible partners



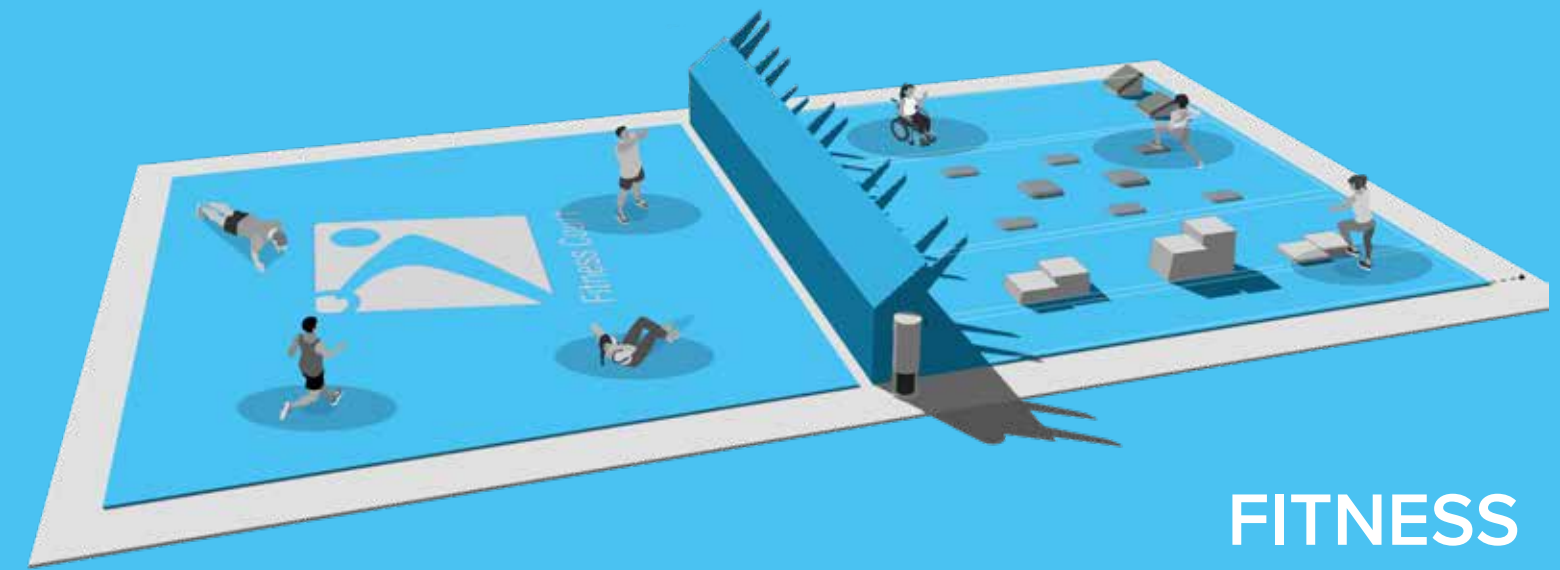
LOCAL AND REGIONAL SPONSORS





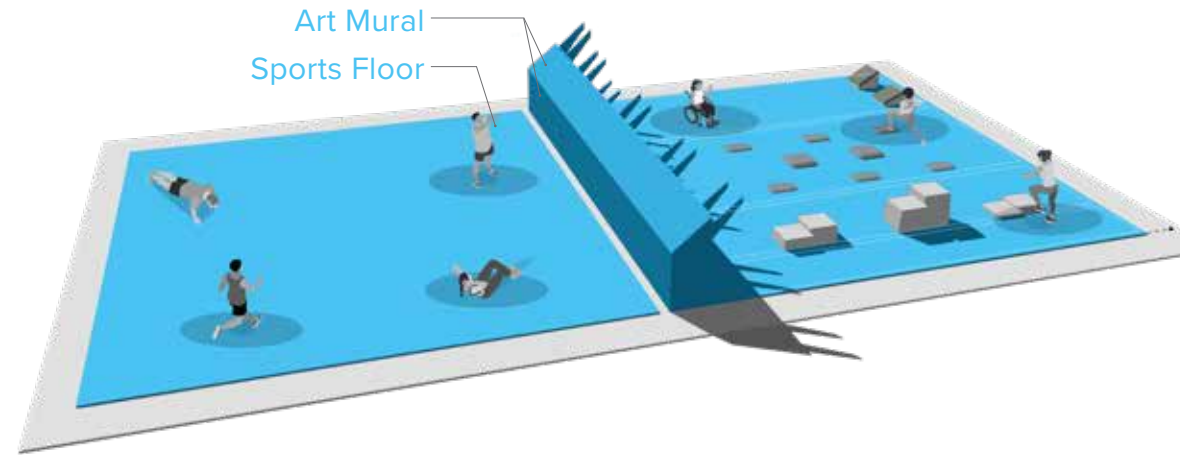
Fitness Court® Studio

Launching Nationwide 2023



FITNESS
ART
DANCE
YOGA
ZUMBA
PILATES
STRETCH





- World's first integrated outdoor gym experience with two programmable class rooms
- Over **2,000 square feet** of wellness infrastructure
- Includes **edge to edge art mural as studio** classroom backdrop
- Compatible with existing Fitness Courts® and your Fitness Court® network

ADDITIONAL FUNDING REQUIRED

\$35,000

***Limited Fitness Court Studio® programs available in each state in 2023*

INSTALLATION

Typically coordinated with Fitness Court Installation Partner (separate agreement)

est. \$7,500

CONCRETE SLAB ADDITION

Can be performed in-house or in-kind

est. \$0-20,000

ESTIMATE TOTAL WITH INSTALL

\$42,500-62,500



2023 GRANT APPLICATION PERIOD NOW OPEN



Campaign seeking qualified applicants able to meet the 2023 time frame for adoption and local funding match.



Partnership Qualification Process Campaign Overview

STEP 4

PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

AWARD PHASE

- 4 Award of Grant Eligibility *(First Come, First Served for Qualified Applicants)*
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

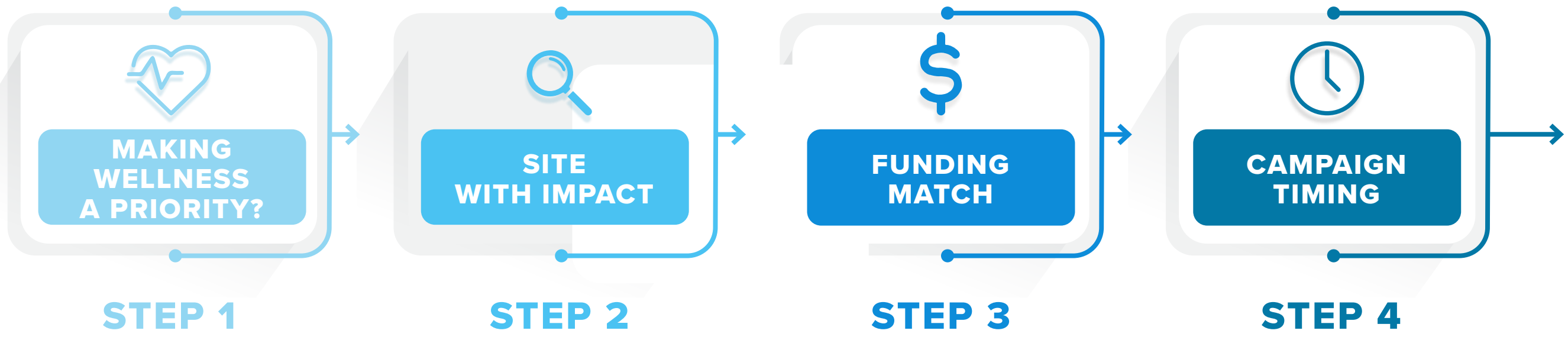
LAUNCH PHASE

- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony

FITNESS COURT OPEN!

Discussion - Q&A

National Fitness Campaign



SCHEDULE
EVALUATION
CALL

NEXT STEP





Fitness Court® Shade Structures

USA SHADE is the official shade structure provider of the National Fitness Campaign. This shade structure has been designed specifically for the Fitness Court®, integrating beautifully with form and function.

For more information about the National Fitness Campaign, visit: www.nationalfitnesscampaign.com



Increases Use



UV Protection



Designed for
the Fitness Court®



Heightens
Aesthetics



Durable Fabrics



Need shade for your Fitness Court?
Contact **Angel Rich** at
Email: angel.rich@usa-shade.com
Phone: 1(954) 649-6757

Fitness Court Shade Structure

This document is intended to provide an estimated total budget for developing and implementing a shade structure over the The Fitness Court® with USASHade in collaboration with the National Fitness Campaign.



USA SHADE is the official shade structure sponsor of National Fitness Campaign. This unique shade structure has been designed specifically for the Fitness Court®, integrating beautifully with form and function.

Fitness Court® shade structures employ durable fabrics to boost UV protection, heighten aesthetics and increase overall use of the Fitness Court®.



Color Package

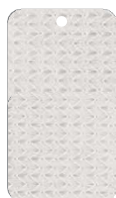
Post Option: Shade Option:
Powder coated steel Canvas material



Tele-gray
115892



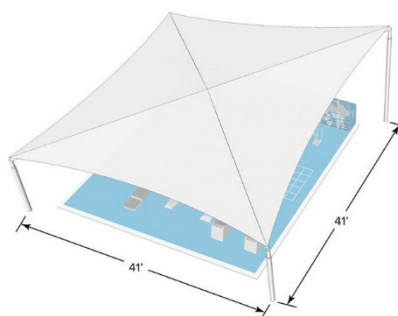
Navy Blue
Shade 90%
UV 94%



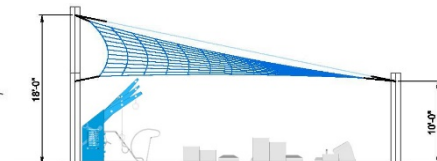
White
Shade 57%
UV 86%



Quick View



Side Profile



Shadesure® fabrics carry a 10 year limited manufacturer's warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration.



1. **Requested Motion:**

Meeting Date: September 25, 2023

Provide Clarification of FY24 Tentative Fee Schedule and Budget Items, including: Special Magistrate Program; Short Term Rental Program; \$1 Million FDOT Grant; Financial Impact of Replacing Contractors with Employees; Update on the Storm Water and Water Projects; Status of SRF Loans; and Explanation of Variance Fees.

Why the action is necessary:

To fulfill Town Council's request to provide further explanation and clarification of the items listed above.

What the action accomplishes:

Clarifies certain FY24 Tentative Fees and Budget items in advance of final approval at the 5:01 PM 2nd Budget Hearing

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

Joe Onzick, Finance Director

5. **Background:**

During the September 11th Budget Hearing, certain items presented as part of the FY24 Tentative Fee Schedule and Budget were identified as requiring further research, explanation and clarification.

Attachments:

Financial Impact:

Provides details of financial impact (if any) of the items being clarified.

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Joe Onzick, Finance Director
Joe Onzick, Finance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 9/15/2023
Approved - 9/15/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

1. **Requested Motion:**

Meeting Date: September 25, 2023

Motion to approve issuance of permit for beach/dune walk-over at 8150/ 8170 Estero Boulevard pursuant to Special Exception previously approved by the Town Council (Resolution 23-22) and accept letter of indemnity and intent to hold harmless document supplied by applicants.

Or

Motion to disapprove issuance of permit for beach/dune walk-over at 8150/ 8170 Estero Boulevard pursuant to Special Exception previously approved by the Town Council (Resolution 23-22).

Why the action is necessary:

To implement Special Exception granted by Resolution 23-22.

What the action accomplishes:

The action would allow the construction of the beach/dune walk-over in accordance with the previously granted Special Exception while indemnifying the town relating to such permit.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

The purpose is to implement the already approved Special Exception for the beach/dune walk-over.

4. **Submitter of Information:**

Gretchen R.H. Vose, Town Attorney

5. **Background:**

A Special Exception to allow a beach/dune walk-over was approved by the Town Council by Resolution 23-22. Audubon Society filed suit to overturn the Special Exception and that lawsuit is currently pending. The previous town attorney had opined that a permit for the construction of the beach/ dune walk-over should not be issued until the lawsuit by Audubon had been resolved. The current town attorney disagrees with that opinion if an appropriate indemnification and hold harmless document is supplied by the applicants for the permit. The applicants for the permit have supplied a legally sufficient indemnification and hold harmless document.

Attachments:

1. 23-22 re Texas Hold-em and Squeeze Me Inn Dune Walkover Special Exception
2. Letter of Indemnity and Intent to Hold Harmless 9.15.23 - Signed

Financial Impact:

None

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
Gretchen R.H. Vose, Town Attorney

Created/Initiated - 9/15/2023
Approved - 9/18/2023

Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Approved - 9/18/2023
Final Approval - 9/18/2023

RESOLUTION NUMBER 23-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING SPECIAL EXCEPTION SEZ20220103 TO ALLOW THE USE OF A SHARED DUNE WALKOVER AND BOARDWALK AT 8150 AND 8170 ESTERO BOULEVARD; AND APPROVING VARIANCE VAR20220104 TO ALLOW A ONE FOOT VARIANCE FROM THE MAXIMUM WIDTH OF THE STRUCTURE; 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 Texas Hold'em LLC and Squeeze Me Inn LLC is requesting a special exception for the use of a dune walkover and boardwalk in the EC zoning district; and a variance from: Sec. 34-652 f.2.c, to allow for a maximum width of five feet. and

WHEREAS, the STRAP number for the subject property is 03-47-24-W3-00300.0190 & 03-47-24-W3-00300.0200

WHEREAS, the Property is in the "Recreation" category of the Future Land Use Map of the Comprehensive Plan and the "Environmentally Critical" 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 February 14, 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 34-88 (Special Exception) and Section 34-87 (Variance) of the LDC. The LPA voted 6-1 to recommend approval with conditions of the special exception; and 6-1 to recommend approval of the variance; and

WHEREAS, on March 6, 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 Section 34-88 and 34-87 of the LDC; and

WHEREAS, the Town Council determined it is in the best interest of the Town to approve 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 meet its burden of proof that the requested Special Exception and Variance do meet the requirements of the Town Comprehensive Plan and LDC and approving the Special Exception and 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 the Special Exception for the use of a shared dune walkover and boardwalk in the Environmentally Critical zoning district and a 1 foot Variance from Sec. 34-652 f.2.c to LDC to allow a maximum width of five feet of the shared dune walkover and boardwalk.

Section 3. In approving the Special Exception, the Town Council makes the following findings and conclusions in accordance with the requirements of Section 34-88 of the LDC:

- A. Changed or changing conditions which make approval of the request appropriate.
- B. The request is consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.
- C. The request meets or exceeds all performance and locational standards for the proposed use.
- D. The request will protect, conserve, or preserve environmentally critical areas and natural resources.
- E. The request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.
- F. The requested use will be in compliance with the applicable general zoning provisions and supplemental regulations set forth in Chapter 34 of the Land Development Code.

In approving 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 exceptional or extraordinary conditions or circumstances that are inherent to the property in question, and the request is 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 not the result of actions of the Applicant taken after the adoption of the regulation in question.
- C. The variance is 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 not be injurious to the neighborhood or otherwise detrimental to the public welfare.

E. The conditions or circumstances on the Property 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 Special Exception, the following conditions of approval are imposed on the Applicant and the Property:

A. Approval of this Special Exception 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 applicant will engage the neighbors for cross access easement(s) to provide access to the structure.

C. The Applicant shall report to Town Council what the legal documentation of the access agreement or easement will be.

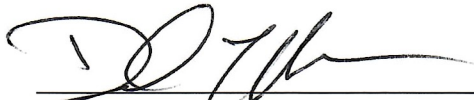
D. Supplement documentation that was discussed with the LPA, including all environmental permits and leases with the State; plans for the boardwalk; items presented for criteria compliance that were addressed verbally to be submitted in writing to supplement the record.

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

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

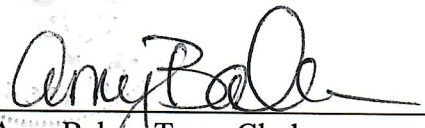
ADOPTED this 6th day of March 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL



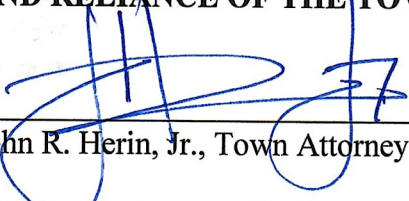
Dan Allers, Mayor

ATTEST:



Amy Baker, Town Clerk

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



John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 8 day of March 2023.

September 15, 2023

Town Council
Town of Fort Myers Beach
c/o Gretchen R.H. ("Becky") Vose, Esq. Town Attorney
Email: bvose@voselaw.com
2525 Estero Boulevard
Fort Myers Beach, FL 33931

VIA EMAIL ONLY

RE: Letter of Indemnity and Intent to Hold Harmless

To Whom It May Concern:

Squeeze Me Inn, LLC is a Florida Limited Liability Company represented by its Managing Member Kurt Kroemer. Squeeze Me Inn, LLC owns the property located at 8170 Estero Boulevard in the Town of Fort Myers Beach. Texas Hold'Em, LLC, is also a Florida Liability Company represented by its Managing Member, Edward Rood. Texas Hold'Em, LLC owns the property located at 8150 Estero Boulevard in the Town of Fort Myers Beach. Squeeze Me Inn, LLC and Texas Hold'Em, LLC jointly are applicants for a Town Building Permit to construct a shared beach/dune walkover at 8150 and 8170 Estero Boulevard in the Town of Fort Myers Beach. The Applicants seek the Town Building Permit pursuant to a Special Exception previously approved by the Town Council (Resolution 23-22).

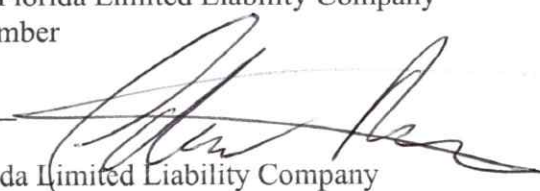
Squeeze Me Inn, LLC and Texas Hold'Em LLC acknowledge that Town Resolution 23-22 approving the Applicant's beach/dune walkover has been legally challenged by a third party in Case 23-CA-005506, and this challenge remains pending before the Twentieth Judicial Circuit. Accordingly, the Applicants, Squeeze Me Inn, LLC and Texas Hold'Em, LLC expressly acknowledge that in the event that the applicants receive a Town Building Permit and elect to construct the beach/dune walkover as approved by Resolution 23-22 while Case No. 23-CA-005506 is still pending, the Applicants proceed with said construction at their own risk. The Applicants acknowledge that if the challenge to Resolution 23-22 is successful, the Town's Special Exception approval of the beach/dune walkover may be quashed.

The Applicants Squeeze Me Inn, LLC and Texas Hold'Em, LLC hereby provide this letter to the Town to confirm that in the event that the Applicants are required to remove or alter the aforementioned beach/dune walkover as a result of a ruling in Case No. 23-CA-005506, the Applicants hereby indemnify the Town of Fort Myers Beach and otherwise hold the Town harmless against the recovery of any costs associated with either the physical construction or the potential physical removal or alteration of said beach/dune walkover as a result of any adverse ruling in Case No. 23-CA-005506 and/or any other subsequent proceeding.



SQUEEZE ME INN, LLC, a Florida Limited Liability Company
Kurt Kroemer, Managing Member

Date 09/15/2023



Texas Hold'Em, LLC, a Florida Limited Liability Company
Edward Rood, Managing Member

Date: 9/15/2023

1. **Requested Motion:**

Meeting Date: September 25, 2023

James J. Jamieson v. Town of Fort Myers Beach, Florida. Case No. 17-CA-000198

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

TOWN ATTORNEY'S ITEMS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

1. Jamieson v. Town of Fort Myers Beach; Case Nos. 17 CA 0001982, Memo. 9-18-23
2. Jamieson BJH Settlement Agreement (Signed by Jamieson only)

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 - 9/18/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

**To: Town of Fort Myers Beach Council
Town Attorney Gretchen R. H. ("Becky") Vose, Esq.**

From: Hudson C. Gill, Esq.

Date: September 18, 2023

Case: Jamieson v. Town of Fort Myers Beach; Case Nos. 17 CA 0001982

Re: Consideration of a settlement agreement

This case involves a 7-acre parcel of undeveloped property in the Town that consists of 40 platted lots. James J. Jamieson purchased the property with a partner in April 2002 and then purchased it outright in 2009. A copy of a boundary survey of the property is attached.

Since the Town's incorporation in 1995, the property has been designated "wetlands" on the applicable Comprehensive Plan. The "wetlands" designation was carried over from Lee County which had previously designated the property "wetlands" on its Comprehensive Plan. For property designated "wetlands" under the Town's Comprehensive Plan, "[t]he maximum density of residential development [wa]s 1 dwelling units per 20 acres." FORT MYERS BEACH, FLA., COMP. PLAN at 4-44 (Policy 4-B-9).

Given the property's size (7 acres) and "wetlands" designation (limiting development to one dwelling unit per 20 acres), the property was ineligible for development as a matter of right when Jamieson purchased it. At the time of purchase, the Town's "minimum use determination" (MUD) process potentially would have allowed Jamieson to obtain a MUD determination allowing for the construction of a single-family home on each plated lot even though the property had a wetlands designation at the time. Jamieson did not pursue this relief despite its availability.

In March 2003, a year after Jamieson purchased the property, the Town amended its land development code. Part of the amendments included adding a restriction to the MUD process (Section 34-3274(c)) providing that "[l]ots qualifying for a [MUD] may not place the home, accessory structures, or driveways on any land in the 'wetlands' or 'recreation' category on the future land use map of the comprehensive plan." This 2003 provision restricted the MUD process with respect to property (like Jamieson's property) designated as "wetlands" on the future land use map of the Comprehensive Plan.

Beginning in 2010, Jamieson engaged in a series of unsuccessful efforts to develop the property. In 2010, Jamieson petitioned the South Florida Water Management District ("SFWMD") for a formal determination as to the extent of the wetlands existing on the property, and the SFWMD determined that 61% of the property was wetlands, 12% was surface waters, and 27% was upland.

On March 23, 2011, Jamieson applied "for an administrative interpretation and correction of the land use designation for the [entire property]." The Town responded on March 23, 2011,

finding that it was not able to conclude that the wetlands designation of the Property was “clear error” based upon the SWMD’s determination. In its response, the Town recommended that Jamieson combine some of the property’s uplands to form entirely dry lots or pursue a small-scale land use map amendment to change the land use designation for a portion of the property.

On March 19, 2012, Jamieson applied for a MUD “for all forty (40) lots.” The Town initially denied the request because Section 34-34-3274(c) of the MUD which provided that “lots qualifying for a minimum use determination [could] not place the home ... on any land in the ‘wetlands’ or ‘recreation’ category of the future land use map of the comprehensive plan.” Jamieson appealed the ruling, and the parties agreed to stay the appeal while Jamieson applied for an amendment to the Town’s Comprehensive Plan which would allow for the transfer of certain development rights.

Jamieson proceeded in that fashion and applied for an amendment to the Comprehensive Plan on February 8, 2013, seeking to create a Transfer of Development Rights Sending Area Overlay which would allow him to transfer all 40 development units associated with the property to other areas of the Town for development. Despite a favorable staff analysis, the Town denied the application on November 17, 2014.

On December 8, 2014, the Town Council heard Jamieson’s appeal of the denial of the MUD decision and granted Jamieson a minimum use determination for each of the lots. In Resolution 14-29, the Council allowed construction of one single family home per lot “to the extent the property owner [wa]s able to comply with the Town’s development regulations.” Again, as noted above, despite securing MUD relief, the MUD provision at that time still prevented construction of any residences on Jamieson’s Property because the lots at issue all remained within the “wetlands” category of the future land use map of the Comprehensive Plan.

On January 27, 2015, Jamieson applied for a variance from Section 34-3274(c) of the MUD. The Town refused to process the application pursuant to Section 34-204 of the Town Code which prohibited a “variance” from a use restriction such as the one that Jamieson was requesting. The Town again recommended that instead of seeking an improper “variance,” Jamieson seek relief through a small-scale comprehensive plan amendment to change the “wetlands” designation on some of the property.

On June 2, 2016, Jamieson submitted a Notice of Claim letter to the Town pursuant to the Bert Harris Act as a precursor to filing suit. On October 25, 2016, the Town Attorney responded to Jamieson’s Notice of Claim letter and advised Jamieson, in pertinent part, that it would change “wetlands” designation to Mixed Residential for three of his forty lots (hereinafter referred to as the “Three-of-Forty-Lots Offer”).

Jamieson did not accept the Three-of-Forty-Lots Offer and filed suit. The complaint asserted claims for a “categorical” inverse condemnation (Count I), for a partial inverse condemnation (Count II), and for a violation of the Bert Harris Act (Count III). Following a series of cross-motions for summary judgment, the trial court granted summary judgment in favor of the Town finding, in pertinent part, that the claims were not ripe because Jamieson had not applied for

an amendment to the Future Land Use Map to change the “Wetlands” designation or maximum density for a portion of the property.

Jamieson appealed to the Second District Court of Appeal. The appellate court reversed the orders granting summary judgment in favor of the Town in *Jamieson v. Town of Fort Myers Beach*, 292 So. 3d 880, (Fla. 2d DCA 2020) (“*Jamieson I*”). As to the ripeness issue, the Second District found that the permissible uses of the property were clear to a reasonable degree of certainty when Jamieson filed his complaint and cited, among other things, the Town’s Three-of-Forty-Lots Offer.

Following remand, the parties filed another round of summary judgment motions. The trial court again granted summary judgment in favor of the Town in two orders finding (1) that no categorical taking occurred in Count I because the Town’s Three-of-Forty-Lots Offer did not deprive Jamieson of all economic value and (2) that Jamieson could not establish an existing use or vested right to residential development under the Bert Harris Act given the preexisting “wetlands” designation in the Comprehensive Plan. As to Count II, Jamieson conceded that the Trial Court’s prior “ruling entirely foreclose[d] [him] from success” and asked that “a final judgment be entered for the purpose of producing a final, appealable order.” Jameison again appealed the summary judgment orders.

In *Jamieson v. Town of Fort Myers Beach*, 352 So. 3d 1260 (Fla. 2d DCA 2022) (*Jamieson II*), the Second District again reversed the trial court’s grant of summary of summary judgment in favor of the Town and remanded the case to the trial court for trial. In relevant part, the Second District found that disputed facts existed as to whether the Town’s Three-of-Forty-Lots Offer was a valid and enforceable offer. The Second District’s statements regarding the Three-of-Forty-Lots Offer are problematic for the Town’s defense.

The Second District also instructed the trial court to conduct multiple trials. First, the trial court is to conduct a bench trial on Counts I and II to determine whether a taking has occurred. If the trial court finds that a taking has occurred, it is then required to conduct a jury trial to determine the amount of compensation owed by the Town. If the trial court finds that no taking occurred in Counts I and II, it is to conduct a second bench trial on Count III to determine whether the Town inordinately burdened the property under the Bert Harris Act. If the trial court finds that the Town inordinately burdened the property, a jury trial will be required to determine the compensation owed by the Town.

Following *Jamieson II*, the Town faces two trials and risks adverse determinations about having taken or inordinately burdened the property. Unless the Town prevails at both trials, the Town will owe compensation to the Plaintiff and attorney’s fees and costs. The Plaintiff will ask for **\$7,184,000** in compensation based upon an appraisal of the property obtained prior to the filing of the lawsuit. In terms of attorneys’ fees, we estimate that the Plaintiff’s attorney will seek between **\$1,250,000** and **\$1,500,000**. Thus, the Town is potentially exposed to a **\$8,684,000** judgment if it continues to litigate and loses.

Following *Jamieson II*, we have engaged in settlement negotiations with the Plaintiff. The settlement agreement for consideration is a product of those negotiations. In essence, the Town would agree (1) to permit of the property at the local level with up to forty (40) single family residential units—whether configured: (a) in accordance with the Plat; or (b) subsequently reconfigured in a manner consistent with the Town’s land development regulations applicable to the Property at the time of any such request and (2) not to interfere with the Plaintiff’s or a subsequent owner’s efforts to obtain approval at the state level to develop the property. In exchange, the Plaintiff will dismiss the lawsuit with prejudice with each side to bear its own attorney’s fees and costs.

BOUNDARY SURVEY

OSTEGO BAY



APPLICATION NUMBER
100406-12

ADD/REVISED SUBMITTAL
SEP 29 2010
LWC SERVICE CENTER

Subject Property is Located in
FEMA Flood Zone AE Elev (10')
Panel: 1207630554-F
Dated: 08/28/2008

CERTIFIED TO:
JAMES J. JAMIESON

LEGAL DESCRIPTION:
Seagrape Subdivision as
recorded in Plat Book 4,
Page 17 of the Public
Records of Lee County,
Florida.

LEGEND

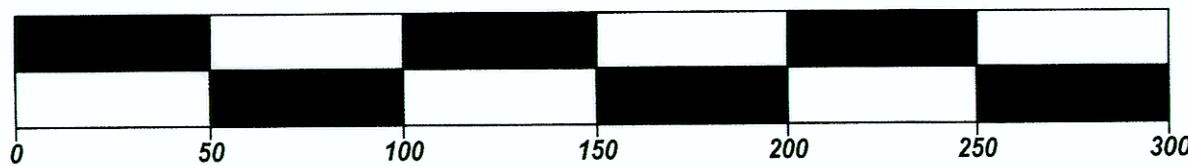
- = 1/2" Iron Pin/Cap Set
- = 1/2" Iron Rod Found
- △ = PK & TT Set
- ▲ = PK & TT Found
- = Concrete Monument Found
- = Drille Hole
- = Centerline of Road
- = Overhead Powerline
- P.U.E. = Public Utility Easement
- D.E. = Drainage Easement
- P.C. = Point of Curve
- P.R.C. = Point of Reverse Curve
- P.P. = Power Pole
- L.P. = Light Pole
- R/W = Right of Way
- C.B. = Catch Basin
- P.O.C. = Point of Commencement
- C.B.S. = Concrete Block Stucco
- N.A.V.D. = North American Vertical Datum (1988)
- T. PED = Telephone Pedestal
- D = Deed
- M = Measured
- C = Calculated
- P = Plat
- JW = Jurisdictional Wetlands
- WD = Wetland Delineation
- = Wetland Delineation Points

Uplands =		0.81 ACRES	35283.6 SQ FT
Mosquito Ditch Spoil Material Uplands =		0.95 ACRES	41382.0 SQ FT
Other Surface Waters =		0.81 ACRES	35283.6 SQ FT
Wetlands =		3.95 ACRES	172062.0 SQ FT
TOTAL		6.52 ACRES	284011.00 SQ FT

NOTE: INCLUDING 80 FEET BY 800 FEET PARCEL EAST OF BLOCK B
EXCLUDING THE 40 FOOT RIGHT-OF-WAY OF CHAPEL STREET

NOTES:

- Description as furnished by Client. No search of the Public Records was Conducted by this Firm.
- Elevations as shown are based on N.A.V.D. 1988 Datum unless otherwise Stated.
- Bearings are based on Plat or Deed.
- Encroachments are based on Plat.
- There may be other easements not shown hereon recorded in the Public Record of Governing County.
- No Determination of Hazardous Waste Materials have been made by this Firm.
- Signor limits liability only up to the cost of the Survey.
- This Survey is protected by Copyright and All Rights Are Reserved.
- Not Valid without signature and Raised Seal.
- This Sketch Does Not Reflect or Determine Ownership. This Sketch is Not an ALTA/ACSM Land Title Survey. Photocopying Forbidden, Copyrighted Material.
- No copies shall be made without written Authorization. Possession of any such document is an offense against Intellectual Property as outlined within Chapter 815.04 & 815.045, Florida Statutes. Authorization by signed and sealed letter is required prior to possession of any Copyrighted documents. Failure to do so could result, if convicted, in a felony record.



Scale: 1" = 50'

Revised Date: 06/28/2010
Revised Date: 08/25/2010
Revised Date: 09/08/2010

Date: 12/18/03

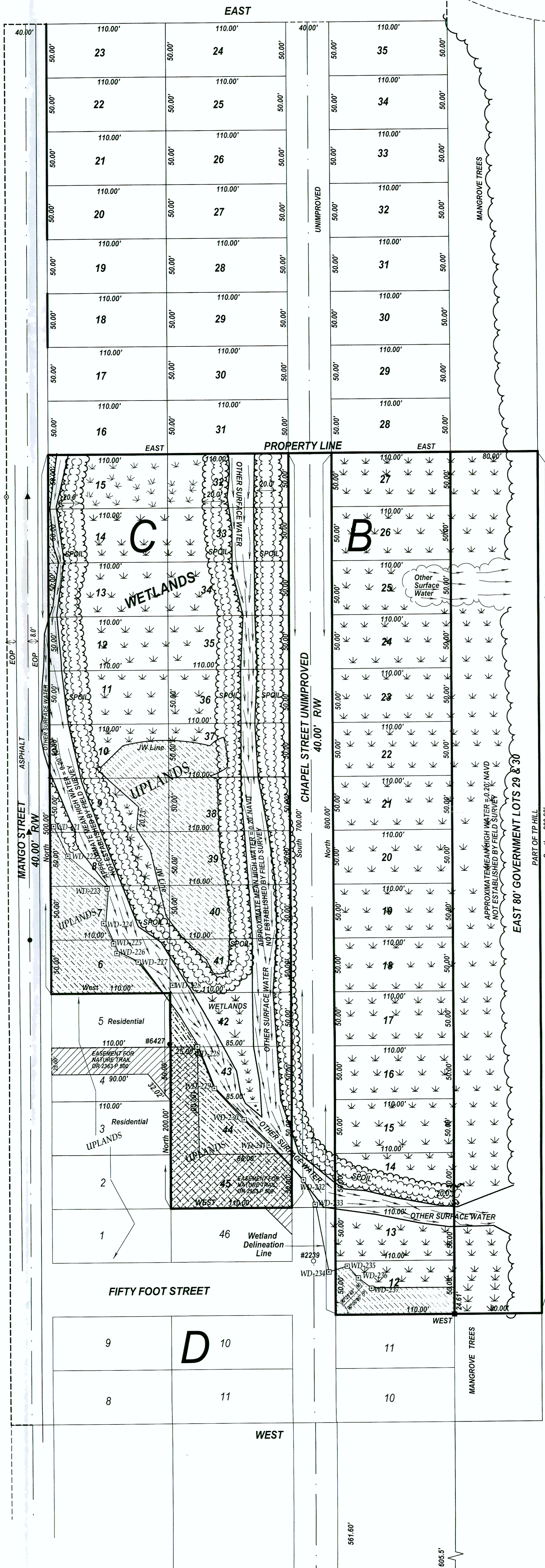
Scale: 1" = 50'

Job #: 14042

R. L. Schumann
R. L. SCHUMANN, RLS
REGISTERED LAND SURVEYOR
#2239 - STATE OF FLORIDA

DATE OF SIGNATURE: 09/09/2010

LIS Land Surveying, LLC
d/b/a S & H Land Survey Company, Inc.
21430 Palm Beach Blvd.
Alva, Florida 33920
LB#: 1057
Phone: (239) 481-2366
Fax: (239) 481-2437



IN THE TWENTIETH JUDICIAL CIRCUIT COURT
LEE COUNTY, FLORIDA

Case No. 17-CA-000198

JAMES J. JAMIESON,

Plaintiff,

v.

TOWN OF FORT MYERS BEACH,
FLORIDA

Defendant.

_____ /

SETTLEMENT AGREEMENT PURSUANT TO § 70.001(4)

This Settlement Agreement ("Agreement") is made by and between Plaintiff, JAMES J. JAMIESON ("Plaintiff"), and Defendant, TOWN OF FORT MYERS BEACH ("Town") and entered into pursuant to the provisions of the "Bert J. Harris, Jr., Private Property Rights Protection Act," Fla. Stat. § 70.001, *et seq.* The Effective Date of this Agreement shall be the date on which the last party to this Agreement signs below.

RECITALS

WHEREAS, Plaintiff is the owner of two (2) adjacent parcels of land in the Seagrape Subdivision in the Town which are identified by the Lee County Property Appraiser as: 19-46-24-W3-0120C.0060 and 19-46-24-W3-0120B.0120. Together, they comprise approximately seven (7) total acres, and are subdivided into forty (40) platted lots of record, as depicted on the Seagrape Plat recorded in Lee County Plat Book 4, Page 17 ("Plat"). The two parcels are hereinafter referred to collectively as the "Property;"

WHEREAS, the Property is located within the jurisdictional boundaries of the Town;

WHEREAS, Plaintiff has sued the Town in the 20th Judicial Circuit Court in and for Lee County, Florida, Case No. 17-CA-000198 ("Lawsuit"), asserting claims for an alleged "Taking" of the Property (Counts I & II), and for an alleged "inordinate burden" caused to the Property under the Bert J. Harris, Jr., Private Property Rights Protection Act, Fla. Stat. § 70.001 ("Act").

WHEREAS, by signing this Agreement, the Parties seek to resolve the Lawsuit and any and all disputes that exist between them now and in the future, related to the Property;

WHEREAS, the intent of this Agreement is to acknowledge and confirm the Property's existing entitlement to a residential land-use for a maximum of forty (40) single family residential units—whether configured: (a) in accordance with the Plat; or (b) subsequently reconfigured in a manner consistent with the Town's land development regulations applicable to the Property at the time of any such request—and to allow Plaintiff, his successors and assigns, to develop the Property consistent therewith, subject to procurement of any additional regulatory approvals required by other government agencies.

WHEREAS, the Parties agree the relief granted by this Agreement protects the public interest served by the regulation the Town has exempted, § 34-3274(c) of the Town's Code of Ordinances, as environmental issues related to development on the property, if any, will be adequately addressed by the relevant State and/or Federal regulatory agencies with concurrent jurisdiction over the Property. The Parties further agree the relief granted by this Agreement is the appropriate relief necessary to prevent any alleged "inordinate burden" to the Property, as that term is defined in Fla. Stat. § 70.001(3)(e). The relief granted by this Agreement does not contravene the application of any Florida Statute which would otherwise apply to the Property.

NOW, THEREFORE, in consideration of the mutual promises and conditions to be performed by each of the Parties herein, the sufficiency of which is agreed to and acknowledged, the Parties agree to the following:

TERMS

1. **Recitals:** The foregoing "Whereas" clauses are incorporated herein by reference and made a part hereof.

2. **Town's Obligations:** In consideration of the Plaintiff's agreement to the terms herein, the Town agrees to the following:

- a. The Town acknowledges that Plaintiff obtained a 'Minimum Use Determination' (MUD) for all forty (40) platted lots comprising the

- Property on December 8, 2014, by Resolution 14-29. A true and accurate copy of Resolution 14-29 is attached as **Exhibit A**.
- b. Plaintiff's MUD was granted as an Administrative Interpretation pursuant to the 'Single-Family Residence Provision' in the Town's Comprehensive Plan, and allowed a single-family residential land-use on each platted lot, subject to the "Construction Regulations" in the 'Single-Family Residence Provision' and § 34-3274 of the Town Code of Ordinances governing 'Minimum Use Determinations.' A true and accurate copy of the 'Single-Family Residence Provision' is attached as **Exhibit B**.
 - c. Pursuant to Fla. Stat. § 70.001(4)(c)1, the Town agrees to an adjustment its land development standards controlling use of the Property by applying § 34-3274 of the Town's Code of Ordinances *as it existed in December 2014* to the Property, and waiving compliance with § 34-3274(c), which provision was adopted *after* Plaintiff purchased the Property, and prevented use of the Property consistent with the MUD. The applicable version of § 34-3274 with the exempted provision, Subparagraph (c) redacted, is attached as **Exhibit C**.
 - d. The Town recognizes that Plaintiff's MUD, issued pursuant to the Town's Comprehensive Plan, supersedes the development and design standards in the Town's Code of Ordinances governing "Wetlands" and "Environmentally Critical" lands, including, but not limited to, Sections 14-294; 34-1577, and 34-652, and agrees that regulatory issues related to the presence of wetlands on the Property, if any, will be addressed by the appropriate State and/or Federal agencies.
 - e. All other provisions of **Exhibit B** and **Exhibit C** remain applicable.
 - f. The Town agrees not to adversely interfere with any efforts by Plaintiff, his successors, and assigns, to obtain the approvals required from other State and/or Federal agencies, if any, to

construct up to 40 single-family homes on the Property consistent with the MUD and this Agreement.

3. **Plaintiff's Obligations:** In consideration of the Town's agreement to the terms herein, Plaintiff agrees to the following:

- a. Plaintiff will file with the Court a joint stipulation for dismissal with prejudice in Case No. 17-CA-000198, within seven (7) days of full execution of this Agreement.
- b. Plaintiff, his successors and assigns, hereby agree to defend any action challenging: (a) the validity of this Agreement; (b) any building permits issued pursuant to this Agreement; and (c) any effort by a third-party to prevent development of the Property, as contemplated by this Agreement.

4. The rights, duties, and obligations conferred by this Agreement run with the Property and apply to any subsequent owner or assign to the Property, including the owner(s) of the individual lots comprising the Property.

5. **Entire Agreement:** This Agreement contains the entire understanding and agreement between the Parties.

6. **Governing Law and Venue:** This Agreement shall be governed by the laws of the State of Florida. Venue for purposes of enforcing or interpreting this Agreement shall be in Lee County, Florida.

7. **Attorney's Fees and Costs:** Each party agrees to bear its own attorney fees, expert costs, legal costs, and expenses of any kind or nature whatsoever, incurred in this Lawsuit and its appeals.

8. **Terms Contractual:** The terms of this Agreement are contractual in nature and not mere recitals.

9. **No Admission of Liability, Wrongdoing, or Unlawful Conduct:** The Parties make no admission of any kind by agreeing to settle this litigation. Their agreement to settle all disputes between them shall not be construed as an admission or as evidence of any liability, wrongdoing, or unlawful conduct.

10. **Drafting:** This Agreement shall not be construed against one party or the other. Both parties participated equally in the drafting of this Agreement.

11. **Communication:** All communications regarding the interpretation, implementation, and enforcement of this Agreement and its requirements must be in writing and be between the following designated representatives:

For the Plaintiff, JAMES JAMIESON:

Moore Bowman & Reese, P.A.
c/o Ryan C. Reese, Esq.
4100 W. Kennedy Blvd., Suite 221
Tampa, Florida 33609

For the Defendant, TOWN OF FORT MYERS BEACH:

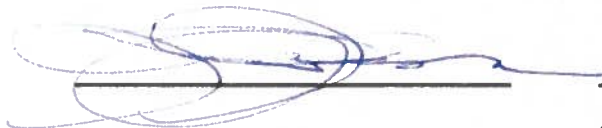
The Town Attorney
Currently, Gretchen R. H. ("Becky") Vose, Esq.
bvose@voselaw.com
Vose Law Firm LLP
324 W. Morse Boulevard
Winter Park, Florida 32789

Any communications that are not in writing and between the two designated representatives shall not be binding on either party.

12. **Recommendation:** The Town Attorney agrees to favorably recommend this Agreement to the Town Council for approval, and to do so at the public hearing scheduled as soon as reasonably possible following Plaintiff's execution. Plaintiff acknowledges, however, that such approval is not guaranteed.

JAMES J. JAMIESON

TOWN OF FORT MYERS BEACH



By: _____

Town Representative

Dated: _____

8/7/2023

Dated: _____

RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH, FLORIDA
RESOLUTION NUMBER 14-29
APPEAL OF MUD2012-0002 DENIAL

WHEREAS, Matt Uhle, authorized agent for James J. Jamieson, petitioned for an appeal from the administrative action of the Local Planning Agency, regarding application MUD2012-0002 on property located at 200 Chapel Street and 266 Mango Street; and

WHEREAS, the action was based upon application of the "Single-Family Residence Provision" of the Comprehensive Plan and corresponding language in Section 34-3274 of the Town Land Development Code; and

WHEREAS, the error is identified as: Applicant contends that the requested administrative approval meets the required findings of LDC Sec. 34-3274 and thus should have been approved; and

WHEREAS, the act by the Local Planning Agency was not pursuant to an order, resolution, or directive of the Town Council directing them to perform such act; or an ordinance or other regulation or provision in Town code which provides a different appellate procedure; and

WHEREAS, a hearing was held and the Council considered the following criteria: recommendations and testimony of the staff, testimony from the applicant and from the public as to the effect the ruling will have when applied generally to this code.

IT IS THE FINDING OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, that the following exist:

- The appeal is of a nature properly brought for decision, as there is no established procedure for handling the request other than through the appeal process (i.e., a variance or special exception, etc.)
- The Local Planning Agency did not follow the intent of the ordinance which is being applied or interpreted.

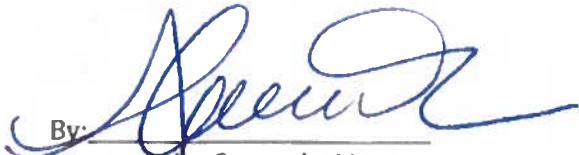
NOW THEREFORE BE IT RESOLVED THAT THE LOCAL PLANNING AGENCY'S DECISION IS REVERSED, as follows:

- The Minimum Use Determination is approved for 40 out of 40 platted lots owned by the applicant in Blocks B and C the Seagrape Subdivision.
- This action does not constitute a building permit or permission to construct anything on the property without following established building permitting procedures.

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

Anita Cereceda, Mayor	AYE	Dan Andre, Vice Mayor	AYE
Rexann Hosafros	AYE	Alan Mandel	AYE
Summer Stockton	NAY		

DULY PASSED AND ADOPTED THIS 8th day of December, 2014.

By: 
Anita Cereceda, Mayor

Approved as to legal sufficiency:

By: 
Derek Rooney / Gray Robinson
Town Attorney

ATTEST:

By: 
Michelle Mayher
Town Clerk

3. Where appropriate and necessary, administrative interpretations shall be incorporated into this plan during the next amendment cycle.

E Single-Family Residence Provision. Notwithstanding any other provision of this plan, any entity owning property or entering or participating in a contract for purchase agreement of property, which property is not in compliance with the density requirements of this plan, shall be allowed to construct one single-family residence on said property, provided that:

1. Date Created:
 - a. the lot shall have been created and recorded in the official Plat Books of Lee County prior to the effective date of the Lee County Comprehensive Plan (December 21, 1984), and the configuration of said lot has not been altered; OR
 - b. a legal description of the lot was lawfully recorded in the Official Record books of the Clerk of Circuit Court prior to December 21, 1984; OR
 - c. the lot was lawfully created after December 21, 1984, and the lot area was created in compliance with the Lee County or Fort Myers Beach Comprehensive Plan, whichever controlled at the time, as either plan existed at the time the lot was created.
2. Minimum Lot Requirements: In addition to meeting the requirements set forth above, the lot shall have:
 - a. a minimum of 4,000 square feet in area if it was created prior to June 27, 1962; OR
 - b. a width of not less than 80 feet and an area of not less than 5,000 square feet if part of a subdivision recorded in the official Plat Books of Lee County after June 27, 1962, and prior to December 21, 1984; OR
 - c. a minimum of 7,500 square feet in area if it was created on or after June 27, 1962, and prior to December 21, 1984, if not part of a subdivision recorded in the official Plat Books of Lee County; OR
 - d. been in conformance with the zoning regulations in

effect at the time the lot or parcel was recorded if it was created after December 21, 1984; OR

- e. been approved as part of a Planned Unit Development or Planned Development.

3. Ownership. In addition to meeting the requirements set forth above, prior to November 21, 2000, the lot shall have been vacant or shall have been improved with one structure located wholly on this lot. If a structure had been placed on two or more adjoining lots at any time prior to November 21, 2000, the individual lots shall not qualify for this single-family residence provision.

4. Construction Regulations. Once a property owner establishes the right to build a single-family residence through these procedures, the following policies shall prevail:

- a. The residence shall comply with all applicable health, safety, and welfare regulations, as those regulations exist at the time a building permit is requested.
 - b. Lots containing wetlands shall be subject to special provisions of the Land Development Code.
 - c. If two or more contiguous lots qualify, property owners are encouraged to reappportion lots if the result would be lots that come closer to meeting the standards for the lots' zoning district, as long as no property becomes non-conforming or increases in its non-conformity and as long as the density will not increase.
 - d. Nothing herein shall be interpreted as prohibiting the combining of qualifying lots with other contiguous property providing the density will not increase.
 - e. Two or more contiguous qualifying lots that are located in a zoning district which permits duplexes may be combined to support a single duplex in lieu of two single-family residences.
5. Transferability. These rights shall run with the land and be available to any subsequent owner if the property which qualifies for the single-family provision is transferred in its entirety.

Sec. 34-3274. - Minimum use determinations.

- (a) A single-family residence may also be constructed on a nonconforming lot which does not comply with the density requirements of the Fort Myers Beach Comprehensive Plan, provided the owner receives a favorable administrative interpretation of the single-family residence provision (also known as a minimum use determination) in accordance with ch. 15 of the Fort Myers Beach Comprehensive Plan.
- (b) To qualify for a minimum use determination, the following additional requirements must be met:
 - (1) *Minimum lot requirements:*
 - a. Lot area of 4,000 square feet if the lot was created prior to 1962; or
 - b. Lot width of 50 feet and lot area of 5,000 square feet if part of a platted subdivision recorded between 1962 and 1984; or
 - c. Lot area of 7,500 square feet if not part of a platted subdivision created between 1962 and 1984; or
 - d. Lot width, depth, and area were in conformance with the zoning regulations if created after 1984; or
 - e. Lot sizes were explicitly approved as part of a planned development rezoning.
 - (2) *Ownership requirements:*
 - a. Prior to November 21, 2000, the lot shall have been vacant or shall have been improved with one structure located wholly on this lot.
 - b. If a structure had been placed on two or more adjoining lots at any time prior to November 21, 2000, the individual lots shall not qualify for this determination.
- (c)
- (d) The rights granted by a minimum use determination run with the lot and are available to any subsequent owner if the lot is transferred in its entirety.
- (e) Applications for a minimum use determination shall be filed with the town clerk in accordance with ch. 15 of the comprehensive plan. Complete applications will be reviewed by the legal counsel for the local planning agency (see § 34-124(3) of this chapter) and may be referred to the local planning agency for a decision (see § 34-120(6) of this chapter).

1. **Requested Motion:**

Meeting Date: September 25, 2023

Item is for discussion only

Discuss use of development agreements with deviations as an alternative to conventional processes and as an alternative to other processes that have been discussed such as "pink zones" to enable efficient and effective land development approvals.

Why the action is necessary:

The Town Council has shown an interest in looking at alternative methods of approval of developments to streamline land development processes, particularly in light of the rebuilding/redevelopment needed after Hurricane Ian.

What the action accomplishes:

This action would amend an already existing town code article to allow for development agreements that would facilitate land development approvals in a holistic manner so that an entire development can be planned and approved in a streamlined process while preserving the rights of the town and its residents to have input in the process.

2. **Agenda:**

TOWN ATTORNEY'S ITEMS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

Gretchen R.H. Vose, Town
Attorney

5. **Background:**

The town already has an ordinance that provides for development agreements with deviations, and the suggested revisions to the existing code provisions would implement the processes contemplated by that ordinance.

Attachments:

1. ARTICLE_III.____DEVELOPMENT_AGREEMENTS - clean
2. Redline-changes to Development Agreement Ordinance

Financial Impact:

None

6. **Alternative Action**

Do not approve change in 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 - 9/18/2023
Approved - 9/18/2023
Approved - 9/18/2023
Final Approval - 9/18/2023

ARTICLE III. - DEVELOPMENT AGREEMENTS

Sec. 2-91. - Statutory authority.

The Town of Fort Myers Beach has the authority to adopt this article pursuant to article VIII, § 1(f), of the Constitution of the state and F.S. §§ 163.3220(5), 163.3223, and 166.021.

Sec. 2-92. - Applicability of article.

This article shall apply to the entire incorporated area of the town.

Sec. 2-93. - Intent and Purpose of article.

This article is intended to enable the Town of Fort Myers Beach to invoke the provisions of the Florida Local Government Development Agreement Act while retaining all of its home rule authority pursuant to article VIII of the Constitution of the state and F.S. chs. 163, 166 and 380, to enter into other similar agreements beyond the provisions of the Florida Local Government Development Agreement Act, and to establish specific notice and hearing procedures when it makes agreements pursuant to its home rule authority. The Town Council finds that use of its home rule authority will facilitate approvals of developments in the best interest of the Town by the ability to consolidate all related processes, which may allow for deviations from the strict development rules under the code. This article shall be an alternative method of review for requests for quasi-judicial rezonings, variances, special exceptions, and/or any other deviations from the strict regulations under this code without having to go through numerous different processes to accomplish a desired development. It is specifically provided that the criteria that would otherwise be required for individual rezonings, variances, special exceptions, and/or other deviations from the strict regulations under this code shall not be required under the process used under this article except as provided herein. Under no circumstances shall a property owner have a legal right or other entitlement to the issuance of a development agreement. Each development agreement shall be considered at the Town Council's discretion, but shall not be arbitrary or unreasonable. The minimum criteria that shall be considered for purposes of analyzing a request for a development agreement shall include review and compliance with all of the following:

- i) the development is consistent with the comprehensive plan;
 - ii) the development fosters the orderly rebuilding of the town after Hurricane Ian or other future storms resulting in a resilient development that will withstand future storms;
 - iii) the development is compatible with development or planned development within 375 feet, unless waived by the Town Council;
 - iv) the development will allow public water views, if applicable;
 - v) the development will not create unmet transportation or mobility demands; and
 - vi) on balance, the development is in the best interests of the public.
- (a) Vendees under an enforceable contract for the sale of real property shall be recognized as having a sufficient equitable interest so as to have legal capacity to become a party to a development agreement made pursuant to the Florida Local Development Agreement Act with the consent of the property owner, but persons having only a mere option to purchase real property shall not be so recognized.
- (b) It is also the purpose of this article to establish notice and hearing procedures similar to those set forth in the Florida Local Development Agreement Act when the town makes agreements pursuant to its home rule authority in those type of agreements which are defined in this article as home rule development agreements. Some development agreements made pursuant to this article, whether they are home rule development agreements as defined in this article or agreements made pursuant to the Florida Local Government Development Agreement Act, are intended to protect and further the public health, safety and welfare by providing certain guarantees to land developers in exchange for their agreement to provide specified public facilities or services which are related to and consistent with the

town's capital improvement planning and financing. All development agreements shall be recorded and "run with the land." Each development agreement shall have an expiration date.

Sec. 2-95. - Definitions.

- (a) The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Development agreement means either a home rule development agreement or a statutory development agreement.

Home rule development agreement means an agreement made by the town pursuant to its home rule powers, and not pursuant to the Florida Local Government Development Agreement Act, but only in those cases where development, as defined in F.S. § 163.3221(3), is to be undertaken by a person who is not a local government, as defined in F.S. § 163.3221(9), or an agency of the state or the United States of America. Moreover, home rule development agreements specifically do not mean agreements made between the town and other parties where the purpose of the agreement is exclusively to provide or pay for the construction, improvement, maintenance, or other alteration of land or personalty by third parties where the property in question is owned or is to be owned by the town or some other governmental agency.

Statutory development agreement means any agreement made specifically pursuant to the Florida Local Government Development Agreement Act.

- (b) All other terms which are used in any statutory development agreement made by the town pursuant to the Florida Local Government Development Agreement Act, as such act may be amended from time to time, shall be defined as set forth in F.S. § 163.3221, unless otherwise specifically defined in a particular statutory development agreement. Terms not so defined shall be given their ordinary and customary meanings.

Sec. 2-96. – Applications, procedures for, and effects of Home rule development agreements.

The town shall establish by resolution a schedule of fees and charges which shall be imposed for the filing and processing of each application for a development agreement. Development agreements shall be considered by the town council upon written application in written form, for consideration by the town council pursuant to the public hearing requirements of F.S. § 163.3225 and § 2-98 of this LDC. Each such proposed development agreement so submitted shall include an analysis by the town planner to ensure that all deviations requested in the development agreement are properly noted in the development agreement. If approved by ordinance adoption, a development agreement may rezone land, grant variances and/or special exceptions and other deviations from this code of ordinances.

Sec. 2-97. - Minimum requirements of a statutory development agreement.

Statutory development agreements shall include, at a minimum, all of the items enumerated in F.S. § 163.3227, plus such conditions, terms, restrictions, or other requirements which the parties to the agreement may desire to include and which are not otherwise prohibited by law or which exceed the authority of the parties. If a statutory development agreement provides that any public facilities are to be designed or constructed by the developer, then the agreement shall require that the design and construction be in compliance with all applicable federal, state, and town standards and requirements, including but not to be limited to guarantees of performance and quality and project controls, including scheduling, quality, and quality assurance. When public facilities are to be designed or constructed by the developer, or when the developer agrees to dedicate land to the town, the statutory development agreement shall specifically state the extent to which such design or construction or dedication shall be eligible for impact fee credits pursuant to such impact fee ordinances as the town may have in effect at the time when the statutory development agreement is to become effective. Statutory development agreements also shall incorporate the administrative appeal process set forth in § 2-102 of this LDC.

Sec. 2-98. - Notices and hearings.

No statutory development agreement shall be made pursuant to this article unless and until all of the requirements of F.S. § 163.3225 relating to the agreement have been satisfied. To that end, an affected property owner, as the term is used in F.S. § 163.3225, means all owners of property, as reflected on the current year's tax roll, lying within 375 feet in every direction of the subject property. In addition, if a statutory development agreement is intended to rezone property, grant variances, or accomplish any other approval which otherwise would be controlled by ch. 34 of this LDC, the notices required in ch. 34 also shall be given. The same notice and hearing requirements also should be observed when making home rule development agreements. However, failure to satisfy all of such notice and hearing requirements shall not be grounds to invalidate a home rule development agreement.

Sec. 2-99. - Amendment or cancellation of development agreement by mutual consent.

A statutory development agreement adopted pursuant to this article may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest utilizing the same public hearing and notice requirements as are prescribed for the adoption of development agreements pursuant to this article and any administrative code authorized by § 2-98 of this LDC.

Sec. 2-100. - Reservation of home rule authority.

Nothing contained in this article shall be construed so as to prevent the town from entering into an agreement which is substantially similar to a development agreement adopted pursuant to the Florida Local Government Development Agreement Act, but which is based upon the home rule authority granted the town pursuant to article VIII, § 1(f), of the Constitution of the state and F.S. chs. 163, 166 and 380, and specifically recognized by the state legislature in F.S. § 163.3220(5).

Sec. 2-101. - Conflicts between development agreement and other land development regulations.

To the extent that this code may permit it and a development agreement purports to rezone land, grant deviations or variances from this code, including article II of this chapter, grant development orders or amendments to or extensions thereof equivalent to those which are available pursuant to ch. 10 of this LDC, implement development orders or amendments to development orders for developments of regional impact, or grant building permits or other permits which specifically allow the physical alteration or improvement of land, the development agreement must explicitly identify each instance of conflict with other ordinances and expressly provide for the development agreement to control, or else all of the provisions of such other ordinances shall control to the extent that the development agreement fails to expressly provide otherwise. Any ambiguity with respect to whether a development agreement or an ordinance is to control shall be interpreted to favor the ordinance.

Sec. 2-102. - Appeals.

No person may challenge the validity of a development agreement on the grounds that the agreement conflicts with the town's comprehensive plan except pursuant to the procedures set forth in F.S. § 163.3215. A party or a successor in interest to a party to a development agreement may bring suit to challenge the town's administration of a development agreement only after all administrative remedies prescribed in ch. 34 of this LDC for appeals from administrative actions are exhausted .

Secs. 2-103—2-300. - Reserved.

ARTICLE III. - DEVELOPMENT AGREEMENTS

Sec. 2-91. - Statutory authority.

The Town of Fort Myers Beach has the authority to adopt this article pursuant to article VIII, § 1(f), of the Constitution of the state and F.S. §§ 163.3220(5), 163.3223, and 166.021.

Sec. 2-92. - Applicability of article.

This article shall apply to the entire incorporated area of the town.

Sec. 2-93. - Intent and Purpose of article.

This article is intended to enable the Town of Fort Myers Beach to invoke the provisions of the Florida Local Government Development Agreement Act while retaining all of ~~theits~~ home rule authority ~~given it~~ pursuant to article VIII of the Constitution of the state and F.S. chs. 163, 166 and 380, to enter into other similar agreements beyond the provisions of the Florida Local Government Development Agreement Act, and to establish specific notice and hearing procedures when it makes ~~certain such similar agreements pursuant to its home rule authority.~~

~~Sec. 2-94. - Purpose of article.~~

~~(a) The purpose of this article is to invoke the authority recognized in the town by the state in F.S. § 163.3223, to enter into development agreements with any and all persons having legal or equitable interests in real property located in the incorporated area of the town pursuant to the provisions of the Florida Local Government Development Agreement Act. Vendees under a specifically agreements pursuant to its home rule authority. The Town Council finds that use of its home rule authority will facilitate approvals of developments in the best interest of the Town by the ability to consolidate all related processes, which may allow for deviations from the strict development rules under the code. This article shall be an alternative method of review for requests for quasi-judicial rezonings, variances, special exceptions, and/or any other deviations from the strict regulations under this code without having to go through numerous different processes to accomplish a desired development. It is specifically provided that the criteria that would otherwise be required for individual rezonings, variances, special exceptions, and/or other deviations from the strict regulations under this code shall not be required under the process used under this article except as provided herein. Under no circumstances shall a property owner have a legal right or other entitlement to the issuance of a development agreement. Each development agreement shall be considered at the Town Council's discretion, but shall not be arbitrary or unreasonable. The minimum criteria that shall be considered for purposes of analyzing a request for a development agreement shall include review and compliance with all of the following:~~

- ~~i) the development is consistent with the comprehensive plan;~~
- ~~ii) the development fosters the orderly rebuilding of the town after Hurricane Ian or other future storms resulting in a resilient development that will withstand future storms;~~
- ~~iii) the development is compatible with development or planned development within 375 feet, unless waived by the Town Council;~~
- ~~iv) the development will allow public water views, if applicable;~~
- ~~v) the development will not create unmet transportation or mobility demands; and~~
- ~~vi) on balance, the development is in the best interests of the public.~~

~~(a) Vendees under an~~ enforceable contract for the sale of real property shall be recognized as having a sufficient equitable interest so as to have legal capacity to become a party to a development agreement made pursuant to the Florida Local Development Agreement Act ~~with the consent of the property owner~~, but persons having only a mere option to purchase real property shall not be so recognized.

- (b) It is also the purpose of this article to establish notice and hearing procedures similar to those set forth in the Florida Local Development Agreement Act when the town makes agreements pursuant to its home rule authority in those type of agreements which are defined in this article as home rule development agreements. ~~Development~~Some development agreements made pursuant to this article, whether they are home rule development agreements as defined in this article or agreements made pursuant to the Florida Local Government Development Agreement Act, are intended to protect and further the public health, safety and welfare by providing certain guarantees to land developers in exchange for their agreement to provide specified public facilities or services which are related to and consistent with the town's capital improvement planning and financing.

All development agreements shall be recorded and "run with the land." Each development agreement shall have an expiration date.

Sec. 2-95. - Definitions.

- (a) The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Development agreement means either a home rule development agreement or a statutory development agreement.

Home rule development agreement means an agreement made by the town pursuant to its home rule powers, and not pursuant to the Florida Local Government Development Agreement Act, but only in those cases where development, as defined in F.S. § 163.3221(3), is to be undertaken by a person who is not a local government, as defined in F.S. § 163.3221(9), or an agency of the state or the United States of America. Moreover, home rule development agreements specifically do not mean agreements made between the town and other parties where the purpose of the agreement is exclusively to provide or pay for the construction, improvement, maintenance, or other alteration of land or personalty by third parties where the property in question is owned or is to be owned by the town or some other governmental agency.

Statutory development agreement means any agreement made specifically pursuant to the Florida Local Government Development Agreement Act.

- (b) ~~—~~ All other terms which are used in any statutory development agreement made by the town pursuant to the Florida Local Government Development Agreement Act, as such act may be amended from time to time, shall be defined as set forth in F.S. § 163.3221, unless otherwise specifically defined in a particular statutory development agreement. Terms not so defined shall be given their ordinary and customary meanings.

Sec. 2-96. ~~—~~ Applications, procedures for, and effects of Home rule development agreements.

~~No person shall have the right to apply for or receive development agreement approval, unless such right is so provided in an appropriate administrative code which establishes procedures for such applications. Should such an administrative code be adopted, then the~~The town shall establish by resolution a schedule of fees and charges which shall be imposed for the filing and processing of each such application. ~~Unless otherwise provided by administrative code, for a~~ development agreement. Development agreements shall be considered by the town council ~~only upon the recommendation of the town manager, who may submit a proposed development agreement,~~written application in written form, for consideration by the town council pursuant to the public hearing requirements of F.S. § 163.3225 and § 2-98 of this LDC. ~~Each such proposed development agreement so submitted shall include an analysis by the town manager's recommendation as planner to whether ensure that all deviations requested in the council should become or decline to become a party to the development agreement, or a modified form of the are properly noted in the development agreement, with such information as the town manager deems necessary to support his recommendation. If approved by ordinance adoption, a development agreement may rezone land, grant variances and/or special exceptions and other deviations from this code of ordinances.~~

Sec. 2-97. - Minimum requirements of a statutory development agreement.

Statutory development agreements shall include, at a minimum, all of the items enumerated in F.S. § 163.3227, plus such conditions, terms, restrictions, or other requirements which the parties to the agreement may desire to include and which are not otherwise prohibited by law or which exceed the authority of the parties. If a statutory development agreement provides that any public facilities are to be designed or constructed by the developer, then the agreement shall require that the design and construction be in compliance with all applicable federal, state, and town standards and requirements, including but not to be limited to guarantees of performance and quality and project controls, including scheduling, quality, and quality assurance. When public facilities are to be designed or constructed by the developer, or when the developer agrees to dedicate land to the town, the statutory development agreement shall specifically state the extent to which such design or construction or dedication shall be eligible for impact fee credits pursuant to such impact fee ordinances as the town may have in effect at the time when the statutory development agreement is to become effective. Statutory development agreements also shall incorporate the administrative appeal process set forth in § 2-102 of this LDC.

Sec. 2-98. - Notices and hearings.

No statutory development agreement shall be made pursuant to this article unless and until all of the requirements of F.S. § 163.3225 relating to the agreement have been satisfied. To that end, an affected property owner, as the term is used in F.S. § 163.3225, means all owners of property, as reflected on the current year's tax roll, lying within 375 feet in every direction of the subject property. ~~The town council, by adopting an appropriate administrative code, may prescribe more stringent notice requirements.~~ In addition, if a statutory development agreement is intended to rezone property, grant variances, or accomplish any other approval which otherwise would be controlled by ch. 34 of this LDC, the notices required in ch. 34 also shall be given. The same notice and hearing requirements also should be observed when making home rule development agreements. However, failure to satisfy all of such notice and hearing requirements shall not be grounds to invalidate a home rule development agreement.

Sec. 2-99. - Amendment or cancellation of development agreement by mutual consent.

A statutory development agreement adopted pursuant to this article may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest utilizing the same public hearing and notice requirements as are prescribed for the adoption of development agreements pursuant to this article and any administrative code authorized by § 2-98 of this LDC.

Sec. 2-100. - Reservation of home rule authority.

Nothing contained in this article shall be construed so as to prevent the town from entering into an agreement which is substantially similar to a development agreement adopted pursuant to the Florida Local Government Development Agreement Act, but which is based upon the home rule authority granted the town pursuant to article VIII, § 1(f), of the Constitution of the state and F.S. chs. 163, 166 and 380, and specifically recognized by the state legislature in F.S. § 163.3220(5).

Sec. 2-101. - Conflicts between development agreement and other land development regulations.

To the extent that this code may permit it and a development agreement purports to rezone land, grant deviations or variances from this code, including article II of this chapter, grant development orders or amendments to or extensions thereof equivalent to those which are available pursuant to ch. 10 of this LDC, implement development orders or amendments to development orders for developments of regional impact, or grant building permits or other permits which specifically allow the physical alteration or improvement of land, the development agreement must explicitly identify each instance of conflict with other ordinances and expressly provide for the development agreement to control, or else all of the provisions of such other ordinances shall control to the extent that the development agreement fails to expressly provide otherwise. Any ambiguity with respect to whether a development agreement or an ordinance is to control shall be interpreted to favor the ordinance.

Sec. 2-102. - Appeals.

No person may challenge the validity of a development agreement on the grounds that the agreement conflicts with the town's comprehensive plan except pursuant to the procedures set forth in F.S. § 163.3215. A party or a successor in interest to a party to a development agreement may bring suit to challenge the town's administration of a development agreement only after ~~he has exhausted the~~ administrative remedies prescribed in ch. 34 of this LDC for appeals from administrative actions are exhausted.

Secs. 2-103—2-300. - Reserved.