



Fort Myers Beach Town Council

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

Agenda

Monday, November 20, 2023

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS**
- VIII. REORGANIZATION OF COUNCIL**
 - A. Reorganization of Town Council
Selection of Mayor and Vice Mayor in accordance with the Town Charter.
- IX. APPROVAL OF MINUTES**
 - A. Town Council - November 6, 2023
 - B. Management & Planning Session - November 9, 2023
- X. CONSENT AGENDA**
 - A. Resolution 23-169; Town Manager Authority
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, GRANTING AUTHORITY TO THE TOWN MANAGER TO SIGN FEDERAL CONTRACTS ON BEHALF OF THE TOWN IN ACCORANCE WITH THE APPLICABLE LAWS AND REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Resolution 23-168; Old San Carlos Electrical Work
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN IN OCTOBER 2023 REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF THE PROPOSALS RECEIVED FOR ELECTRIC RESTORATION WORK FOR OLD SAN CARLOS BOULEVARD STREET LIGHTING IN AN AMOUNT NOT TO EXCEED \$56,500; AND PROVIDING FOR AN EFFECTIVE DATE.
- C. Beach Access Easement to Satisfy Ordinance 18-04, TPI-FMB Rezoning, a Commercial Planned Development.
Accept a grant of easement of five (5) feet, as depicted in Exhibit A and provided for in the legal description, for an ADA-accessible beach access for public use and to satisfy conditions of approval in Ord 18-04, TPI-FMB Rezoning, a Commercial Planned Development.
- D. 5th Street public sidewalk easement for portions of private property along the south side of 5th Street and as required by the conditions of approval in Ordinance 18-04.
Accept a grant of easement of seven (7) feet, as depicted in Exhibit A and provided for in the legal description, for a sidewalk for public use and to satisfy conditions of approval in Ord 18-04, TPI-FMB Rezoning, a Commercial Planned Development.
- E. Public Use Agreement for Stairways, Bridge, Elevators, and Restrooms along the north and south side of Estero Boulevard.
Accept a Public Use Agreement, as depicted in Exhibit A and provided for in the legal description, to allow general public use of portions of private property such as stairways, bridge, elevators, and restrooms, as required by the condition of approval in Ordinance 18-04, TPI-FMB Rezoning, Commercial Planned Development.
- F. Special Event: Poinsettia Tree
Request to hold a holiday event around the Poinsettia Tree at Times Square on Friday, December 1, at 5:30 p.m. Might include a special surprise guest!
- G. Special Event: Christmas Services Rental of Bayside Park 12/23/2023 4pm - 5pm
Request to hold a Christmas Service at Bayside Park, December 23, 2023
- H. Special Event: New Years Eve 5K
Request to hold a New Years Eve 5K, December 31, 2023
- I. Surplus Items
Declare listed items as surplus and authorize staff to dispose of these items utilizing a municipal government auction service.

- J. Additional funds for remodel of Bay Oaks Recreation Center
Approve and allocate additional funds not to exceed \$4,812.60 for additional work on the Bay Oaks Recreation Center to put in an annunciator panel and replace restroom walls. This will be a change order for the Bay Oaks Recreation Center awarded to C.E. Gleeson Contractors.
- K. Change Order #3, Bay Oaks Recreation Center
Approve and allocate funds not to exceed \$39,995.00 for additional work on the Bay Oaks Recreation Center to replace tile, mold remediation and dry wall of the restrooms. This will be a change order for the Bay Oaks Recreation Center awarded to C.E. Gleeson Contractors.

XI. PUBLIC HEARINGS

- A. Ordinance 23-16; Small Scale Map Amendment for 21471 Widgeon Terrace
Second Reading and Public Hearing on Proposed Ordinance 23-16 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING TOWN OF FORT MYERS BEACH ADOPTED FUTURE LAND USE MAP DATED JANUARY 1, 1999, FOR A PORTION OF THE PROPERTY LOCATED AT 21471 WIDGEON TERRACE AND PART OF THE ADJACENT COMMON ELEMENT PROPERTY OF FLAMINGO HARBOR CONDOMINIUM, FORT MYERS BEACH; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. Open the second public hearing and adopt ordinance

XII. ADMINISTRATIVE AGENDA

- A. Proposed 2024 Town Council Meeting Schedule
Approve the monthly schedule for Town Council meetings for calendar year 2024
- B. Resolution 23-159; Budget Amendment #2 - Fiscal Year End Adjustment
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, APPROVING BUDGET AMENDMENT #2 TO THE TOWN GENERAL FUND; AND OTHER TOWN FUNDS PROVIDING AUTHORITY; EFFECTIVE DATE.
- C. Resolution 23-138; Authorizing 6-Month Extension of Capital Improvement Loan Draw Down Period
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING CERTAIN AMENDMENTS TO LOAN DOCUMENTS RELATING TO A LOAN FROM FIRST FLORIDA INTEGRITY BANK, N/K/A FIRST FOUNDATION PUBLIC FINANCE, PREVIOUSLY MADE ON OR ABOUT NOVEMBER 18, 2020 FOR THE PURPOSE OF FINANCING THE REDEVELOPMENT OF CERTAIN TOWN-WIDE CAPITAL IMPROVEMENT PROJECTS, AS DESCRIBED THEREIN;

APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID AMENDMENTS AS DESCRIBED HEREIN; PROVIDING FOR THE RIGHTS AND SECURITIES OF THE OWNER OF THE NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Athletic Contractual Programs

AUTHORIZE THE TOWN MANAGER TO WAIVE THE 70/30 SPLIT FEES FOR ATHLETIC CONTRACTUAL PROGRAMS HELD AT BAY OAKS TEMPORARILY, UNTIL OCTOBER 31ST 2024

E. Resolution 23-158; ITB-23-18-UT; Tier 1 Water and Stormwater Improvements

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, PROVIDING FOR THE TENTATIVE AWARD OF A CONTRACT TO ANDREW SITEWORK LLC., FOR THE CONSTRUCTION OF THE TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS PROJECT – GROUPS A, B, C, AND D (BID NO. ITB-23-18-UT), PURSUANT TO THE FLORIDA STATE REVOLVING FUND LOAN PROGRAM, SUBJECT TO FDEP APPROVAL; AUTHORIZING EXECUTION OF THE CONTRACT DOCUMENTS BY THE TOWN MANAGER; AND PROVIDING AN EFFECTIVE DATE.

F. Resolution 23-157; ITB-20-08-UT; North Estero Phase 2, Parts 1 & 2 Water Main and Stormwater Improvements-Change Order 2

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 2 TO THE AGREEMENT ITB-20-08-UT BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$3,746,334.98; EXTENDING THE DATE FOR FINAL COMPLETION BY 727 DAYS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE

G. Resolution 23-156; RFQ-13-02-PW Estero Blvd Water Main Improvements

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 2 TO AMENDMENT 10 OF THE DESIGN-BUILD AGREEMENT RFQ-13-02-PW BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$2,954,436.07; EXTENDING THE DATE FOR FINAL COMPLETION BY 836 DAYS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE

- H. Resolution 23-161; STA #6, Beach Truck Haul Project
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #6 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR ADDITIONAL DESIGN CONSTRUCTION PHASE SERVICES FOR THE ESTERO ISLAND BEACH TRUCK HAUL PROJECT, FOR A COST NOT TO EXCEED \$135,540; AND PROVIDING FOR AN EFFECTIVE DATE.
- I. Resolution 23-163; STA #7 Beach Truck Haul Project
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #7 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONTINUING CONSTRUCTION PHASE SERVICES FOR THE ESTERO ISLAND BEACH TRUCK HAUL PROJECT, FOR A COST NOT TO EXCEED \$47,810, AND PROVIDING FOR AN EFFECTIVE DATE.
- J. Resolution 23-162; Beach Nourishment Project Bid Phase Services
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #8 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR BID PHASE AND PRE-CONSTRUCTION SERVICES FOR THE ESTERO ISLAND BEACH RENOURISHMENT PROJECT, FOR A COST NOT TO EXCEED \$30,880, AND PROVIDING FOR AN EFFECTIVE DATE.

XIII. FINAL PUBLIC COMMENT**XIV. TOWN MANAGER'S ITEMS****XV. TOWN ATTORNEY'S ITEMS****XVI. COUNCILMEMBERS ITEMS AND REPORTS****XVII. ADJOURNMENT**

NOTE: THIS MEETING IS STREAMED LIVE ON FACEBOOK AND 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: November 20, 2023

Selection of Mayor and Vice Mayor in accordance with the Town Charter.

Why the action is necessary:

Complies with Fort Myers Beach Town Charter Sec. 4.02 and 4.03

What the action accomplishes:

Fills the position of Mayor and Vice Mayor for the Town

2. **Agenda:**

REORGANIZATION OF COUNCIL

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Per the Town Charter:

Sec. 4.02. Mayor. At the first meeting after the second Tuesday in November, the council, by majority vote, shall elect from its membership a mayor. The mayor shall serve as chairperson during meetings of the council and shall serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance. The mayor shall also serve as the ceremonial head of the town.

Sec.4.03. Vice Mayor. At the first meeting after the second Tuesday in November, the council, by a majority vote, shall elect from among its membership a vice mayor who shall serve as mayor during the absence or disability of the mayor and, if a vacancy occurs, shall become interim mayor pursuant to section 4.08 of this charter.

Attachments:

Financial Impact:

None

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 - 10/25/2023
Approved - 11/14/2023
Approved - 11/14/2023
Final Approval - 11/14/2023



Fort Myers Beach Town Council

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

Minutes

Monday, November 6, 2023

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member King moved to approve the amended final agenda with Item E. pulled for review; second by Council Member Veatch.
Motion carried unanimously.

V. PUBLIC COMMENT

No public comment.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Veatch stated that the opening of the baseball field was great. He shared a story of a BASE officer, Armando, who helped people who locked themselves out of their vehicle.

Council Member Woodson indicated she was excited regarding various businesses opening.

Vice Mayor Atterholt reported that the school would be finished on November 29, 2023, but would likely open on December 5, 2023, with a program and ribbon-cutting. Tentative plans are for the students and teachers to march to the school from Bay Oaks. He reviewed the timeline and encouraged everyone to help cheer them on. Tours of the school will be conducted after the ribbon ceremony.

Council Member King recognized Town Manager Hyatt's six-month anniversary. He indicated the baseball field opening was a great night. He thanked Major

League Baseball, Scott's and 7-11 for their contributions, Fort Myers Beach Community Foundation for the concession stand equipment, ICS Materials, Minnesota Twins, Mighty Mussels, Coca-Cola, Beach Talk Radio, Gator Country, Culture Parks & Recreation Director Hauge, and all the staff who contributed. He thanked HR Manager Talissa Oliveira for the employee activities.

Mayor Allers welcomed Tunaskin back and noted that a new business called Mr. Waves would open soon.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

Cultural and Environmental Learning Center Advisory Board (CELCAB) Chair Barbara Hill reviewed the board's mission statement. CELCAB members thanked the Town Council for their support and for bringing Mound House back to life. Director Hauge, Museum Manager Knight and the staff were thanked for their hard work. She thanked the Friends of the Mound House for their support. CELCAB looked forward to seeing Newton Beach Park redeveloped, including a swing set and an entrance sign on Estero Blvd. CELCAB recommended that the park be renamed and several names were mentioned for consideration. She welcomed ideas from the community. Chair Hill described the relationship with the state to maintain the park. Council Member Veach brought up installing a memorial for the hurricane.

VIII. APPROVAL OF MINUTES

- A. Town Council - October 16, 2023
Council Member King moved to approve the minutes; second by Council Member Woodson.
Motion carried unanimously.

IX. CONSENT AGENDA

Council Member King moved to approve the remainder of the Consent Agenda; second by Council Member Veach.
Motion carried unanimously.

- A. Resolutions 23-139 through 23-143; 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 Veach.
Motion carried unanimously.

- B. Resolutions 23-144 through 23-148; 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 Veach.

Motion carried unanimously.

- C. Resolution 23-136; Statewide Mutual Aid Agreement

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A STATEWIDE MUTUAL AID AGREEMENT WITH FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion carried unanimously.

- D. Resolution 232-150; Restroom Trailer - Palm Avenue Beach Access

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A COOPERATIVE PURCHASE AGREEMENT BETWEEN THE TOWN AND READY2GO RESTROOM TRAILERS IN AN AMOUNT NOT TO EXCEED \$66,256.62, UTILIZING SOURCEWELL, AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT, EXPEND FUNDS, AND TAKE ALL APPROPRIATE ACTIONS TO PURCHASE A REPLACEMENT RESTROOM TRAILER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion carried unanimously.

- E. FMB Community Foundation Flag design

Review and approve flag design produced by vendor for the FMB Community Foundation to use as a fundraiser. Proceeds from the sale of the flags are to be used to donate to beach causes.

Mayor Allers noted that the design was on page 86 of the packet. Council Member Veach moved to approve the design; second by Council Member Woodson.

Motion carried unanimously.

F. Public Safety Motorola Radio Purchase**Approve the purchase of radios for Town operations and emergencies**

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

Motion carried unanimously.

G. LeeTran Seasonal Tram**Authorize Temporary LeeTran Parking on property located at 2545 Estero Blvd for up to six months.**

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

Motion carried unanimously.

H. Special event - Re-occurring Concert Series at Bayside Park**Approve the request for the Bayside Concert Series on Sundays from 4-7pm in Bayside Park with the approval of waiver for open container for the permit.**

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

Motion carried unanimously.

X. PUBLIC HEARINGS

- A. Ordinance 23-16; Small Scale Map Amendment for 21471 Widgeon Terrace
First Reading and Public Hearing on Proposed Ordinance 23-16 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING TOWN OF FORT MYERS BEACH ADOPTED FUTURE LAND USE MAP DATED JANUARY 1, 1999, FOR A PORTION OF THE PROPERTY LOCATED AT 21471 WIDGEON TERRACE AND PART OF THE ADJACENT COMMON ELEMENT PROPERTY OF FLAMINGO HARBOR CONDOMINIUM, FORT MYERS BEACH; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on November 20, 2023 at 9:00 AM

Mayor Allers read the title of the ordinance. Community Development Senior Planner Jason Smalley reviewed the reason for the ordinance as stated on the blue sheet.

Attorney Zachary Liebetreu from Roetzel & Andress represented the applicants. He stated that the DEP confirmed there were no wetlands in the area and the condo association approved their request to use a small portion of the common element for the pool. He noted the history of the request was included in the packet of information. Council Member Veach questioned where the report stated there were no wetlands. Attorney Liebetreu replied that the area on the east side of the property would remain wetlands.

No public comment.

Council Member King moved the item to second reading on November 20, 2023, at 9:00 a.m.; second by Mayor Allers.
Motion carried unanimously by roll call vote.

B. Resolution 23-135; VAR20230175, 5137 Estero Blvd,

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE VAR20230175 TO ALLOW A GARAGE CLOSER TO THE ESTERO BOULEVARD STREET RIGHT-OF-WAY LINE THAN THE PRINCIPAL BUILDING FOR THE PROPERTY LOCATED AT 5137 ESTERO BLVD; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Ex parte communications: all members disclosed familiarity with the property and applicants, but no conversations were had regarding the resolution. Town Clerk Baker swore in those providing testimony.

Senior Planner Smalley reviewed the background of the request as stated on the blue sheet. He explained the issue of connecting the house to the garage. Flood Plain Manager Kristin Schumacher noted that the owners were allowed to keep the garage as an accessory structure since the house was destroyed. However, the garage was not flood-compliant, so it could not be attached to the house.

Kara Stewart represented the applicants and indicated the house would be located close to where the original structure was before the hurricane. She explained why it made sense to locate the house where the applicants proposed.

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

A. Resolution 23-151; Change Order #3, Grubbs Emergency Services

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A CHANGE ORDER BETWEEN THE TOWN AND GRUBBS EMERGENCY SERVICES FOR INCREASING CONTRACT TIME 60 DAYS AND INCREASING CONTRACT PRICE \$1,250,392.00.

Mayor Allers read the title of the resolution. Operations & Compliance Director Frankie Kropocek indicated the additional funds were for repairs and maintenance from Ian. Environmental Project Manager Chadd Chustz explained the difference in the quality of sand and noted it was compatible with FDEP (Florida Department of Environmental Protection) standards and would be diluted with native sand. Council Member Veach questioned why they were not waiting for the renourishment project.

Project Manager Chustz replied that these were two separate projects and the permitted area for the dredged sand was limited. He explained why the town needed the sand and noted that he would forward the Coastal Construction report to the Town Council for details. He corrected the figures on the financial impact.

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

Motion carried unanimously.

B. Resolution 23-153; ICS Materials

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN SEPTEMBER 1, 2023 REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND CONTRACTING WITH ICS MATERIALS INC. TO TAKE EMERGENCY PROTECTIVE MEASURES TO REMOVE HAZARDS TO PUBLIC HEALTH AND SAFETY FROM THE BEACH; AND APPROVING PAYMENT OF ICS MATERIALS INC. INVOICE No. 102423-01 IN THE AMOUNT \$220,059.39; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Projects Manager Chustz explained the reason for the resolution and indicated it would not cost the town anything.

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

Motion carried unanimously.

XII. FINAL PUBLIC COMMENT

No public comment.

XIII. TOWN MANAGER'S ITEMS

Town Manager Hyatt recognized the staff for an excellent job supporting the town. He noted that a gentleman from the Jacobs Group conducted 27 inspections on his first day and the in-house plan reviewers would be in town as needed. A building official would be brought in along with three permit technicians. Mayor Allers questioned whether the Jacobs Group could meet with a contractor to discover any breakdowns in the town's processes. Town Manager Hyatt replied affirmatively. Council Member Veach brought up the former Town Attorney's opinion that the town could not meet with contractors and he shut down the conversation. Vice Mayor Atterholt asked Town Attorney Vose to follow up and she agreed to look into the issue.

Vice Mayor Atterholt discussed the addition of staff and Mayor Allers stated that streamlining the permitting process was a high priority for him. Director Kropocek explained how they worked out a preliminary way to alleviate issues with the process.

Town Manager Hyatt distributed his annual report required by the Charter and noted he would continue the practice. He added that the report was on the website. He stated the town received a \$1.195 million grant from FEMA for the emergency berm and \$398,547.00 from the state.

Director Kropocek indicated the Town Hall trailers should be delivered within the next two weeks on the Bay Oaks property. He described how they were preparing for the trailers.

Town Manager Hyatt noted that a case would be opened against Century Link concerning their destroyed boxes. He reported that Century Link told him they were installing underground conduits throughout the island to serve customers. Century Link indicated they would send their plans to Town Manager Hyatt soon. Director Hauge stated that the fireworks would be lit from a barge off the pier at midnight and would not cost the town anything. The Bay Oaks building should be energized today. The before and after-school programs were in place and adult programming was in the works. The big ball field was being worked on and Director Hauge would provide details at the next meeting.

Barbara Hill provided an update on the veteran's memorial.

XIV. TOWN ATTORNEY'S ITEMS

No items.

XV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member King reported that FDOT (Florida Department of Transportation) planned to add eight bus shelters by 2025 and LeeTran would repair existing shelters. The Condo Association of Fort Myers Beach will request that the state delay the implementation of the mandatory reserve funding in relation to the legislation surrounding the Surfside condo collapse. He asked that the Town Council send a letter in support. Vice Mayor Atterholt supported the effort. Mayor Allers agreed and asked that Town Manager Hyatt add it to the list.

Vice Mayor Atterholt stated that people requesting owner/builder permits had to sign an affidavit that they would not rent or sell their homes for one year after the permit closed. He questioned why that occurred and if there was a benefit to reducing or suspending the timeline. Town Attorney Vose replied that the state statute had been in place for a long time and was clear. Town Engineer Steve Poposki explained the reasoning behind the statute. Vice Mayor Atterholt questioned whether they could ask the state lobbyist to help a resident obtain a liquor license for her new business. Mayor Allers responded that the lobbyist was aware of the situation. Council Member Veach questioned advocating for one particular business. Vice Mayor Atterholt replied that her situation was unique, and she applied for a liquor license before Ian. Town Manager Hyatt noted that she contacted him, and he had told her to call the lieutenant governor's office. He added that her current application was different from her original application and that might have been the problem. Director Kropocek stated they were meeting with the Bureau of Licensing to discuss her issue and another one. Vice Mayor Atterholt commended everyone for their contribution to the annual report. Director Kropocek addressed the change of direction concerning enforcement. BASE

(Beach and Street Enforcement) will be called Neighborhood Services with an emphasis on helping and educating the community.

Council Member Woodson provided an update on the pier and Let's Go FMB activities. The survey results created by Let's Go FMB found that 98.5% of the respondents wanted an improved pier. Another meeting with Lee County will be held on Thursday to discuss the results of the survey.

Council Member Veach suggested that they meet with church representatives regarding plans for their properties. He received support to add them to an M&P. Mayor Allers indicated that Lee County would clean the porta-potties more often with increased visitors. He stated that he and others met with legislators in Tallahassee and thanked them for the funds received.

XVI. ADJOURNMENT

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

The meeting was adjourned at 11:15 a.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Thursday, November 9, 2023

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

Excused: Mayor Allers

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

John Dulmer from Jacobs Engineering in Bonita Springs introduced himself and noted inspectors were hired temporarily and building inspectors and permit techs would be added. He explained that the Community Development department in Bonita Springs was contracted out by Jacobs Engineering since 2008. He stated that additional resources would be added to the current full-time staff. Operations and Compliance Director Frankie Kropocek encouraged people to contact him with questions.

A. Presentation: Urban Land Institute (ULI)

ULI Advisory Services Program presented by Jackie Davis, Executive Director or ULI Southwest Florida and Lauren McKim Callaghan, Senior Director, Advisory Services.

Ms. Davis introduced herself and Lauren Callaghan. She utilized PowerPoint for her presentation and the first slide was Global Connections with Local Impact; The ULI Missions; Connect; Inspire; Lead; Members Make This Meaningful Network; Local Impact - ULI SW Florida; ULI Executive Committee; Signature Collier County Program Focus on the Bayshore Gateway Triangle; View from the Top Dinner; Hurricane Ian Recovery & Response Panel Nov. 4, 2022; Emerging Trends; Behind the Scenes Tours and A Day in the Life Panel at FGCU.

Ms. Callaghan continued the presentation with a description of the Advisory

Services Program; ASP Panels over 75 years; The ASP Difference; Your Community's Need Drives the Process; Elements of a Tested Process; Advisory Services Panels and Highlighted ASP Recommendations.

She confirmed that ULI did not submit applications or engage in lobbying efforts; however, they did provide a set of recommendations. She stated she would provide reports for Council members to review regarding ULI's recommendations and the value they provided.

Council Member Woodson stated that they needed a planner at this point. Council Member Veach agreed and noted they already had commercial zones and they needed a plan for Old San Carlos. Ms. Callaghan replied that a set of professionals would focus on the questions and look at the questions that had not been addressed.

B. Prioritizing Public Benefits

What is a public benefit?

Council Member Veach felt it was essential to define community benefits. He brought up affordable housing, more beach accesses in the south end, open spaces, and transportation issues. Vice Mayor Atterholt read a list of items he considered a public benefit and explained his D.R.A.C. (Don't Rent A Car) idea. Items included traffic congestion mitigation, pedestrian walkovers, how developers enter and exit Estero Blvd., granting public right-of-way for bike lanes, water ferry, bike rentals or free, value of early development, space for small businesses, resident discounts, view corridors, move developments off Estero Blvd., unique architectural designs, attracting businesses that the community needs, attract elementary school children, pocket parks, public restrooms, easement for a bike path, unique landscape plans, hosting a public service, and willingness to pay impact fees. Council Member Woodson suggested that water taxi entities contribute to the cost of dredging canals. Community Development Planner Sarah Propst cautioned that any cost-sharing program would have to be very specific and formal. Council Member Veach discussed water taxi entities having a long-term commitment. Vice Mayor Atterholt responded that it appeared that the water taxi would be its own business and they made money in other Florida locations. Council Member Woodson mentioned cars parking on San Carlos Island and taking a water taxi. Vice Mayor Atterholt preferred the term water ferry since the boats carried up to 49 people. He described how water ferries positively affected the quality of life. Council Member Veach brought up the possibility of relaxing parking requirements for hotels that subsidized transportation packages for their guests. Planner Propst noted that some developers would be doing CPDs (Commercial Planned Developments) and asking for less parking, so options would probably help developers. Attorney Nancy Stuparich indicated that public benefits (such as public restrooms) had to be on the property being developed.

Council Member Veach was concerned about hotel guests without cars evacuating the island before a storm and hotels evacuating guests prematurely. Mayor Allers texted during the meeting and suggested that the town offer a free shuttle service to the airport.

Council Member Veach mentioned working with LeeTran.

Vice Mayor Atterholt stated that a list of public benefits could be used as a guide for developers and encouraged people to add ideas. Planner Propst suggested creating a list and maintaining it as a separate document to be referred to in the Comprehensive Plan and Land Development Code (LDC).

C. Form 6 - Full and Public Disclosure of Financial Interests

Form 6; information only

Attorney Stuparich stated that Form 6 was much more detailed than Form 1 and had to be filed electronically by January 1, 2024. The Florida League of Cities presentation was in their packet of information. She recommended that Council members become familiar with the information before January. She offered to conduct a four-hour presentation and suggested that advisory committees be invited.

IV. AGENDA MANAGEMENT

A. November 2023

Council Strategic Planning will be TBD M&P.

Move Downtown District Analysis to the Corradino Presentation.

Remove Resilient Lee hub and sewer inspection with home rebuilds.

Add discussion of policies and procedures to the 12-07-23 M&P.

Add Development with Deviations to the 11-20-23 TC.

V. ADJOURNMENT

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

The meeting was adjourned at 11:05 a.m.

1. **Requested Motion:**

Meeting Date: November 20, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, GRANTING AUTHORITY TO THE TOWN MANAGER TO SIGN FEDERAL CONTRACTS ON BEHALF OF THE TOWN IN ACCORDANCE WITH THE APPLICABLE LAWS AND REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Town Manager needs to have the authority to sign federal contracts on behalf of the Town of Fort Myers Beach

Attachments:

1. 23-169, Town Manager Authority

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 - 11/14/2023
Approved - 11/14/2023
Approved - 11/14/2023
Final Approval - 11/14/2023

RESOLUTION NUMBER 23-169

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, GRANTING AUTHORITY TO THE TOWN MANAGER TO SIGN FEDERAL CONTRACTS ON BEHALF OF THE TOWN IN ACCORDANCE WITH THE APPLICABLE LAWS AND REGULATIONS; 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 the Town of Fort Myers Beach regularly engages in projects and initiatives that involve federal funding and participations, and

WHEREAS, the Town Manager has demonstrated competence and responsibility in managing the affairs of the Town, including by not limited to financial matters; and

WHEREAS, it is in the best interest of the Town to streamline the process of federal contract signing to ensure prompt project execution and compliance with federal requirements.

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 Manager is hereby granted the authority to sign federal contracts on behalf of the Town of Fort Myers Beach.

Section 3. The authority granted to the Town Manager is subject to compliance with all applicable federal laws, regulations and guidelines governing the execution of federal contracts.

Section 4. The Town Manager shall keep the Town of Fort Myers Beach Council informed of all federal contracts entered into on behalf of the Town.

Section 5. This resolution shall take effect immediately.

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 20th day of November 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 November 2023.

1. **Requested Motion:**

Meeting Date: November 20, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN IN OCTOBER 2023 REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF THE PROPOSALS RECEIVED FOR ELECTRIC RESTORATION WORK FOR OLD SAN CARLOS BOULEVARD STREET LIGHTING IN AN AMOUNT NOT TO EXCEED \$56,500; 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 electrical and site improvements to meet the opening deadline.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Town has been working on continuing with Hurricane Ian repairs as quickly and safely as possible. With Bayside Park and Times Square receiving more traffic and visitors, Town staff have been working with electricians and FPL to work on addressing the street lighting along Old San Carlos Boulevard. Discussions with the local electricians indicated that some of the electric may be able to repair during troubleshooting. Precision Power had staff and resources readily available to coordinate repairs needed for the street lighting.

Precision Power agreed to troubleshoot and restore the electric panel and associated materials to the previous Town maintained street lights along Old San Carlos Boulevard and contractors have been more difficult to obtain than normal due to the hurricane and supply issues. This scope of work replaced the electrical panel and associated hardware for the portion of streetlights on Old San Carlos. Additional rewiring and conduit work may be required in the future, but the main power supply is now repaired and temporary wired lighting has been installed until permanent fixtures are coordinated.

In order to permit improvements as quickly and safely as possible, 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. 23-168, Ratify Old San Carlos Electric Repairs-UPDATED

Financial Impact:

Not To Exceed \$56,500 for time and materials, and troubleshooting.

6. **Alternative Action**

7. **Management Recommendations:**

Retroactively ratify the execution of repairs and replacement proposal for Old San Carlos Boulevard electrical for street lighting

8. Recommended Approval:

Jason Freeman, Public Works Director

Jeff Hauge, Culture, Parks & Recreation Director

Gretchen R.H. Vose, Town Attorney

Amy Baker, Town Clerk

Andy Hyatt, Town Manager

Created/Initiated - 11/13/2023

Approved - 11/13/2023

Approved - 11/13/2023

Approved - 11/13/2023

Final Approval - 11/13/2023

RESOLUTION NUMBER 23-168

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN IN OCTOBER 2023 REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVAL OF THE PROPOSALS RECEIVED FOR ELECTRIC RESTORATION WORK FOR OLD SAN CARLOS BOULEVARD STREET LIGHTING IN AN AMOUNT NOT TO EXCEED \$56,500; 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 downtown district and Town maintained Old San Carlos Boulevard; and

WHEREAS, the Town contacted Precision Power, who is familiar with the area and scope of work needed, to complete electrical work required due to hurricane and storm surge damage to return street lighting needed along Old San Carlos Boulevard.

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 electrical work for Old San Carlos Boulevard 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 \$56,500.

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 20th day of November 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 November 2023.

1. **Requested Motion:**

Meeting Date: November 20, 2023

Accept a grant of easement of five (5) feet, as depicted in Exhibit A and provided for in the legal description, for an ADA-accessible beach access for public use and to satisfy conditions of approval in Ord 18-04, TPI-FMB Rezoning, a Commercial Planned Development.

Why the action is necessary:

Ord. 18-04 condition of approval 11.b requires the developer to grant the Town an ADA-accessible beach access of five feet for the general public.

What the action accomplishes:

Required by Ord. 18-04 condition of approval 11.b.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Ord. 18-04 condition of approval 11.b.

4. **Submitter of Information:**

5. **Background:**

Ord. 18-04, TPI-FMB Rezoning, Commercial Planned Development condition of approval 11.b required the development to provide a public beach access easement for the general public at the north end of what the Master Concept Plan identified as "Parcel 2." The improvements within the easement are required to provide ADA accessible access to the public portions of the beach as a partial replacement for the vacated portions Crescent and Canal Streets and loss of Beach Access #36.

Attachments:

1. Beach Access Easement- 11.13.23 CLEAN
2. EXHIBIT A - 15069A 2023-10-03 Access Easement West_SS TMR

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Green, Community Development Services
Frankie Kropacek, Operations & Compliance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 11/14/2023
Approved - 11/15/2023
Approved - 11/15/2023
Approved - 11/15/2023
Final Approval - 11/15/2023

Prepared By and Return To:
Charles Mann, Esq.
Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901

Strap No. 24-46-23-W3-00009.0000

PEDESTRIAN BEACH AND PUBLIC ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made this ___ day of _____, 2023, by and between **TPI-FMB, LLC**, a Florida limited liability company (“**Grantor**”) whose post office address is 103 15th Avenue NW, Suite 200, Willmar, Minnesota 56201 and **TOWN OF FORT MYERS BEACH**, a Florida municipal corporation whose post office address is P.O. Box 3077, Fort Myers Beach, Florida 33932 (“**Grantee**”).

Wherever used herein, the terms “Grantor” and “Grantee” include all parties to this instrument and their respective heirs, legal representatives, successors and assigns if individuals and successors and assigns of corporations, partnerships (including joint ventures), and public bodies and quasi-public bodies.

WHEREAS, Grantor is the owner of certain real property in the Town of Fort Myers Beach, Lee County, Florida (“Town”); and

WHEREAS, Grantor is willing to grant to Grantee a pedestrian beach and public access easement on a portion of Grantor’s Land, which portion is more particularly described in the attached Exhibit “A” (“Easement Land”).

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledge, the Grantor does grant to Grantee, subject to the terms hereof, a pedestrian beach and public access easement for the public use, in perpetuity, in, on, over, under and across the Easement Land.

1. Recitals. The recitals set forth above are hereby incorporated as if fully set forth herein.
2. Grant of Easement. Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive pedestrian easement of Five Feet (5’) in width, said 5’ easement being more particularly described on Exhibit “A” attached hereto. The specification of the width is not merely descriptive but is the entire width of the easement granted. Said easement is given for the purposes of a walkway for public beach access by pedestrians and shall not be used by Grantee for any other purpose. Further, Grantor hereby confirms the right of pedestrians using the easement to access the portion of the beach seaward of the existing concrete retaining wall (as depicted in Exhibit “A”), to the extent that any such portion of the beach may be owned by Grantor.

3. Maintenance of Easement. Grantee will, at its sole expense, maintain said walkway in a proper, safe and workmanlike manner and in substantial conformance with improvements constructed by abutting property owners and shall keep said walkway in useable condition at all times. Grantee shall periodically inspect said Easement Land to ensure it is being maintained consistent with this Agreement.
4. Use by Grantor. Grantor, its successors and assigns, reserves the right to use and enjoy the Easement Land for all purposes not inconsistent with this Agreement; provided, that, Grantor shall not construct any improvements or take other actions that preclude use of the Easement Land for the purposes set forth herein. Grantor will specifically have the right to utilize the Easement Land for access related to operation, maintenance and repair of its adjacent facilities and improvements and shall have the right to have various improvements that are tied to its adjacent facilities encroach into the air space above the easement so long as all such structures are located at least eight feet (8') above the surface of the Easement Land. Grantor also reserves the right to place any underground utilities or other improvements beneath the surface of the Easement Land so long as they do not permanently interfere with the use of Easement Land for pedestrian beach access. Grantor's reserved rights herein shall include the use of mechanical and other equipment on a temporary basis.
5. Title Warranties. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement. Grantor represents that execution and delivery of this Agreement and performance of its obligations pursuant to this Agreement will not violate any agreement, instrument, order, judgment, decree, permit, approval, license, law, regulation or ordinance to which Grantor is a party or by which Grantor or Grantor's assets or the Grantor Property is bound or which otherwise affects the Grantor Property. Grantor shall indemnify, defend and hold Grantee and its successors and assigns harmless from and against all claims, damages, liabilities, losses, costs and expenses including, without limitation, reasonable attorneys' fees arising from a breach of the representation, warranties, guarantees or covenants of Grantor contained in this Agreement.
6. Authority. The undersigned person executing this Agreement on behalf of the Grantor represents and certifies that he or she has been fully empowered to execute and deliver this Agreement; that Grantor has full capacity to convey the Easement and other rights herein; and that all necessary action for the making of such conveyance has on has occurred. The undersigned person executing this Agreement on behalf of the Grantee represents and certifies that he or she has been fully empowered to execute and deliver this Agreement; and that all necessary action for the execution of this Agreement has occurred.
7. Notices. All notices, demands and requests required or permitted to be given under this Agreement must be in writing and addressed to the appropriate party at the appropriate address and set forth below and shall be deemed given and received (i) when hand delivered to the intended recipient by any means; (ii) three (3) business days after the same is

deposited in the United States mails with adequate postage prepaid, and sent by registered or certified mail, with return receipt requested; (iii) one (1) business day after the same is deposited with an overnight courier service of national or international reputation having a delivery area encompassing the address of the intended recipient, with the delivery charges prepaid; or (iv) when received via electronic mail at the intended recipient's email address set forth below. The initial addresses of the parties shall be:

If to Grantor: TPI-FMB, LLC
103 15th Avenue NW, Suite 200
Willmar, Minnesota 56201
Attn: Thomas Torgerson
tom@tpihospitality.com

If to Grantee: Town of Fort Myers Beach
2525 Estero Blvd
Fort Myers Beach, FL 33931
Attn: _____

A party may change its address, intended recipient party or email address by notice given in accordance with this Section.

8. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record owners of each of the properties that are affected by such modification or amendment, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the public records of Lee County, Florida.
9. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one instrument.
10. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall be impaired thereby.
11. Governing Law. This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lee County, Florida.
12. Interpretation. Nothing contained herein is to be construed as creating a joint venture or partnership between the Grantor and Grantee.
13. Headings. The Section headings are included only for convenience and shall not be construed to modify or affect the covenants, terms, or provisions of any Section.

14. No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with duties, obligations or causes of action in favor of any third party.
15. Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party by law.
16. No Waiver. One or more waivers of the breach of any provision of this Agreement by an party shall not be construed as a waiver of subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of tis remedies and rights with respect to such.
17. Waiver of Jury Trial. Each party waives all rights to any trial by jury in all litigation relating to or arising out of this Agreement.

[Remainer of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above date.

Signed, Sealed and Delivered in the presence of: TPI-FMB, LLC,
a Florida limited liability company

Witness Signature

Print/Typed Witness Name

By _____
Thomas Torgerson, Manager

Witness Signature

Print/Typed Witness Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or, [] online notarization, this ____ day of _____, 2023, by Thomas Torgerson, as Manager of TPI-FMB, LLC, a Florida limited liability company, on behalf of said company, and who is personally known to me or who has produced _____ as identification.

(Notary Seal/Stamp)

Sign: _____
Print: _____
My Commission _____
Expires: _____

Signed, Sealed and Delivered in the presence of:

TOWN OF FORT MYERS BEACH,
a Florida municipal corporation

Witness Signature

Print/Typed Witness Name

By _____

Print Name: _____

Its: _____

Witness Signature

Print/Typed Witness Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of [] physical presence or, [] online notarization, this ____ day of _____, 2023, _____, as _____ of the Town of Fort Myers Beach, a Florida municipal corporation, on behalf of the corporation, who is personally known to me.

(Notary Seal/Stamp)

Sign: _____

Print: _____

My Commission

Expires: _____

MORTGAGEE JOINDER, CONSENT & SUBORDINATION

In Witness whereof, PDOF Q3 21 Fort Myers Beach, LLC, a Delaware limited liability company, including its successors and/or assigns, as the lender and mortgagee under the Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 31, 2021, and recorded on September 1, 2021 in Instrument Number 2021000289445, of the Public Records of Lee County, Florida, and any and all loan documents related thereto or referenced therein (collectively, the "Mortgage"), hereby consents to this Grant of Sidewalk Easement to which this consent is affixed (the "Agreement") and confirms it shall not constitute a default under the terms of the Mortgage. Further, the Mortgage is hereby subordinated to the Agreement.

*Signed Sealed and Delivered
in the presence of:*

PDOF Q3 21 Fort Myers Beach, LLC, a
Delaware limited liability company

WITNESS #1 SIGNATURE

TYPED/PRINTED WITNESS #1 NAME

By _____
Print Name: _____
Its: _____

WITNESS #1 SIGNATURE

TYPED/PRINTED WITNESS #1 NAME

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or, [] online notarization, this ____ day of _____, 2023, _____, as _____ of PDOF Q3 21 Fort Myers Beach, LLC, a Delaware limited liability company, on behalf of the company, [] who is personally known to me or [] who has produced _____ as identification.

(Notary Seal/Stamp)

Sign: _____
Print: _____
My Commission
Expires: _____

EXHIBIT A

EXHIBIT "A"

DESCRIPTION

5.00 FOOT ACCESS EASEMENT

PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF BLOCK "E", CRESCENT PARK ADDITION, AS RECORDED IN PLAT BOOK 4, PAGE 46, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID CORNER LYING AT THE INTERSECTION OF THE SECTION LINE COMMON TO SECTIONS 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST, AND THE NORTHERLY RIGHT-OF-WAY LINE OF ESTERO BOULEVARD, AS SHOWN ON THE PLAT OF "BUSINESS CENTER" AS RECORDED IN PLAT BOOK 9, PAGES 9 AND 10, OF THE SAID PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.0°41'08"E. ALONG SAID SECTION LINE, A DISTANCE OF 53.15 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ESTERO BOULEVARD; THENCE N.70°35'51"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 117.63 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE S.19°24'24"W. A DISTANCE OF 165.70 FEET TO AN INTERSECTION WITH THE SEAWARD FACE OF AN EXISTING CONCRETE RETAINING WALL; THENCE N.54°54'29"W. ALONG SAID SEAWARD FACE, A DISTANCE OF 5.19 FEET; THENCE N.19°24'24"E. A DISTANCE OF 164.22 FEET TO AN INTERSECTION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF ESTERO BOULEVARD; THENCE S.70°35'51"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION.

CONTAINING 0.02 ACRE (824 SQUARE FEET), MORE OR LESS.

SURVEYORS NOTES:

DESCRIPTION BASED ON THE RECORDED PLAT OF "CRESCENT PARK", AS RECORDED IN PLAT BOOK 4, PAGES 39, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

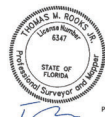
ORIENTATION BASED ON THE SOUTH R/W LINE OF ESTERO BOULEVARD AS BEARING N.70°35'51" W.

CERTIFICATE OF AUTHORIZATION LICENSE BUSINESS NO. 6891.

UNLESS IT BEARS THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND ALL SHEETS ARE INCLUDED, THIS MAP IS NOT VALID.

THIS IS NOT A SURVEY!

PREPARED BY:



Digitally signed by
Thomas M. Rooks Jr.
Date: 2023.10.03
14:56:39 -04'00'

THOMAS M. ROOKS JR., P.S.M.
FLORIDA CERT. NO. 6347

DATE

PROJECT:

DESCRIPTION DRAWING

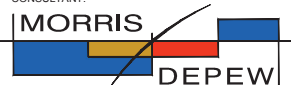
PARCEL OF LAND IN
SEC. 19, T. 46 S. R. 23 E.,
TOWN OF FORT MYERS
BEACH,
LEE COUNTY, FLORIDA.

CLIENT:



TPI HOSPITALITY
103 FIFTEEN AVENUE NW
WILLMAR, MN. 56201
(302) 235-7207

CONSULTANT:



ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
FL CA NO. 6532 / FL CERT NO. LB6891 / LC26000330

Fort Myers
2914 Cleveland Avenue
Fort Myers, Florida 33901
(239) 337-3993

PROJECT MANAGER:

TMR

DRAWING BY:

MAH

JURISDICTION:

TOWN OF FORT MYERS BEACH

DATE:

10-03-2023

SHEET TITLE:

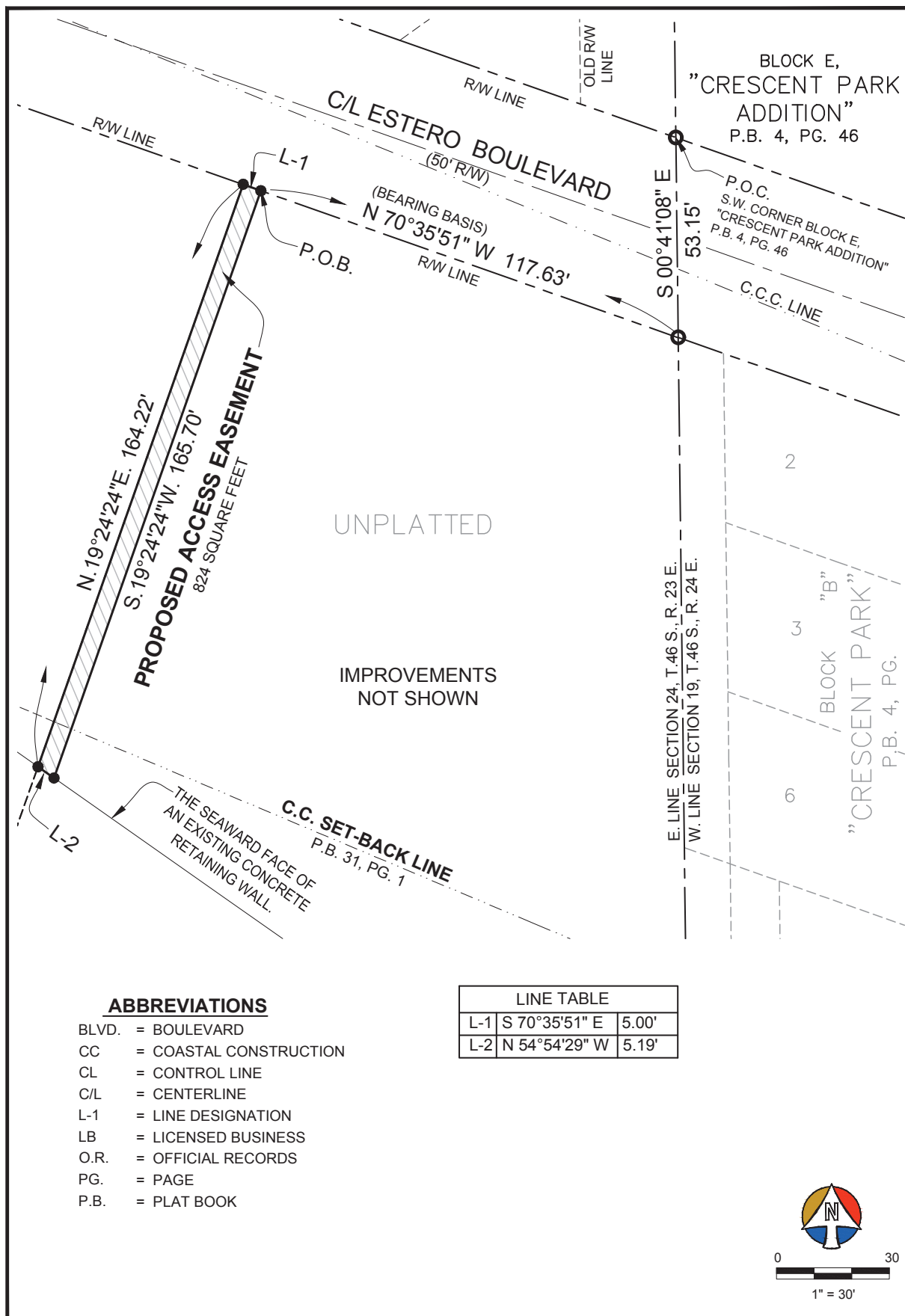
DESCRIPTION / SKETCH

SHEET NUMBER:

1 OF 2

JOB/FILE NUMBER:

15069A



PROJECT:

DESCRIPTION DRAWING
PARCEL OF LAND IN
SEC. 24, T. 46 S. R. 23 E.,
TOWN OF FORT MYERS
BEACH,
LEE COUNTY, FLORIDA.

CLIENT:

TPI HOSPITALITY
100% Employee Owned

TPI HOSPITALITY
103 FIFTEEN AVENUE NW
WILLMAR, MN., 56201
(302) 235-7207

CONSULTANT:

MORRIS DEPEW

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
FL CA NO. 6532 / FL CERT NO. LB6891 / LC26000330

Fort Myers
2914 Cleveland Avenue
Fort Myers, Florida 33901
(239) 337-3993

PROJECT MANAGER: TMR

DRAWING BY: MAH

JURISDICTION:
TOWN OF FORT MYERS BEACH

DATE: 10-03-2023

SHEET TITLE:
DESCRIPTION / SKETCH

SHEET NUMBER: 2 OF 2

JOB/FILE NUMBER: 15069A

1. **Requested Motion:**

Meeting Date: November 20, 2023

Accept a grant of easement of seven (7) feet, as depicted in Exhibit A and provided for in the legal description, for a sidewalk for public use and to satisfy conditions of approval in Ord 18-04, TPI-FMB Rezoning, a Commercial Planned Development.

Why the action is necessary:

A portion of the constructed sidewalk along 5th Street is on private land and Ord. 18-04, condition 4.a required the private land owner to grant a public access easement for a sidewalk along the portion of the sidewalk on private land.

What the action accomplishes:

Satisfies condition 4.a of Ordinance 18-04

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Ordinance 18-04, condition of approval 4.a

4. **Submitter of Information:**

Jim Atterholt, Council Member

5. **Background:**

Ord. 18-04 required the developer of the approved project to provide a public sidewalk easement to accommodate a publicly accessible sidewalk on portions of private land along the south side of 5th Street in the Town of Fort Myers Beach. The attached documents provide an Exhibit A and a description of the easement offered to the Town of Fort Myers Beach. Acceptance of the sidewalk easement satisfies Ord. 18-04, condition 4.a.

Attachments:

1. Final Clean Copy 1182023- Sidewalk Easement to Town of FMB 4859-0423-7900 v3
2. 15069A Margarittaville Sidewalk Easement S&S

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

Maintenance and operations of public sidewalk

8. **Recommended Approval:**

Jason Green, Community Development Services
Frankie Kropacek, Operations & Compliance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 11/13/2023
Approved - 11/13/2023
Approved - 11/13/2023
Approved - 11/14/2023
Final Approval - 11/14/2023

This Instrument should be returned to:
Edward P. Canterbury, Esq.
Henderson, Franklin, Starnes & Holt, P.A.
Post Office Box 280
Fort Myers, FL 33901

GRANT OF SIDEWALK EASEMENT

THIS GRANT OF SIDEWALK EASEMENT (the “Grant of Easement”) is made this _____ day of _____, 2023, by TPI-FMB, LLC, a Florida limited liability company (the “Grantor”) in favor of THE TOWN OF FORT MYERS BEACH, a Florida Municipal Corporation (“Grantee”) (collectively “Parties”).

WHEREAS, the Grantor is the current owner of the real property described in Exhibit A attached hereto (hereinafter the “Easement Area”); and

WHEREAS, Grantor desires to provide Grantee, for the benefit of the general public, a perpetual non-exclusive sidewalk easement over the Easement Area in fulfillment of certain requirements contained in Condition 4(a) of Town of Fort Myers Beach Ordinance 18-04 (the “Ordinance”), adopted by Grantee on May 21, 2018.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are hereby incorporated into this Grant of Easement as though fully set forth below.

2. Easement. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive sidewalk easement over the Easement Area for the benefit of the general public. Use of the Easement Area by Grantee and the general public shall be limited to sidewalk use and for no other purpose. Grantor reserves the right to use the Easement Area for any purpose which is not inconsistent, and which does not unreasonably interfere, with the easement granted herein, including but not limited to underground utilities and drainage. Following any installation or maintenance of underground utilities or other improvements within the Easement Area by Grantor, the Grantor, at its expense, shall be responsible for returning the surface area of the Easement Area (including the sidewalk) to the condition existing immediately prior to such work.

3. Sidewalk Improvements. In the event this Grant of Easement is recorded in the Public Records of Lee County, Florida prior to Grantor’s completion of any initial sidewalk improvements required to be completed by Grantor within the Easement Area pursuant to the Ordinance, if applicable, then the easement rights granted herein shall be subject to Grantor’s rights to complete such improvements. Upon Grantor’s completion of such initial sidewalk improvements within the Easement Area as required by the Ordinance, if applicable, Grantor shall have no further obligations to maintain such initial sidewalk improvements or maintain, repair or replace any additional improvements within the Easement Area installed by Grantee. Grantee will be responsible for maintenance of the sidewalk facilities located within the Easement Area once completed by Grantor, to the extent Grantor is required by the Ordinance to complete such improvements. Grantee and its contractors, agents and employees shall use commercially reasonable efforts during its maintenance to minimize interference with, access

to or use of any adjacent property owned by Grantor, and with other utilities and drainage facilities which may be then existing within the Easement Area as may be permitted herein.

4. Indemnification. Each party agrees to indemnify, defend and hold the other party harmless from and against any and all claims, losses, injuries (including death), costs or judgments arising as a consequence of the acts or omissions of such party and such party's contractors, agents, employees, patrons, licensees or invitees, including reasonable attorney fees at trial and on appeal, together with all costs associated with such litigation. However, Grantee's indemnity obligations in this Grant of Easement shall be subject to the limitations in Section 768.28, Florida Statutes, and any subsequent amendments. The provisions of this paragraph are not intended to abrogate the sovereign immunity of Grantee beyond that set forth in Section 768.28, Florida Statutes.

5. Amendment; Waiver. This Grant of Easement may only be amended, modified or terminated by an instrument executed by both parties hereto, or their respective successors or assigns. No waiver of any provision hereof shall be effective unless done so by an instrument in writing signed by the party entitled to enforce such matter.

6. Attorneys' Fees; Governing Law; Venue. In the event of any dispute arising under this Grant of Easement, each party will pay for their own attorney fees and costs incurred by reason of such action and all costs of mediation, arbitration or suit at both the trial and appellate levels, and such obligations pertaining to matters arising or accruing prior to the termination of the easement granted herein shall expressly survive a termination of said easement. This Grant of Easement shall be governed in accordance with Florida law. Venue for any dispute arising under this Grant of Easement shall lie exclusively in the courts located in Lee County, Florida.

7. Covenants Not Personal; Binding Effect. The covenants contained in this Grant of Easement are not personal but shall be covenants running with the title to the property described herein and shall be binding upon and inure to the benefit of the parties hereto and their assigns and their successors in interest.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has executed this Grant of Easement the day and year below written.

WITNESSES:

TPI-FMB, LLC, a Florida limited liability company

Signature #1

By: _____

Printed Name #1

Its: _____

Signature #2

Printed Name #2

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2023, by _____, as _____ of TPI-FMB, LLC, a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or who ☐ has produced _____ as identification.

Notary Public

(SEAL)

Print/Type Name of Notary

Commission No.: _____

MORTGAGEE JOINDER, CONSENT & SUBORDINATION

In Witness whereof, PDOF Q3 21 Fort Myers Beach, LLC, a Delaware limited liability company, including its successors and/or assigns, as the lender and mortgagee under the Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 31, 2021, and recorded on September 1, 2021 in Instrument Number 2021000289445, of the Public Records of Lee County, Florida, and any and all loan documents related thereto or referenced therein (collectively, the "Mortgage"), hereby consents to this Grant of Sidewalk Easement to which this consent is affixed (the "Agreement") and confirms it shall not constitute a default under the terms of the Mortgage. Further, the Mortgage is hereby subordinated to the Agreement.

*Signed Sealed and Delivered
in the presence of:*

PDOF Q3 21 Fort Myers Beach, LLC, a Delaware
limited liability company

WITNESS #1 SIGNATURE

By: _____
Print Name: _____
Its: _____

TYPED/PRINTED WITNESS #1 NAME

WITNESS #2 SIGNATURE

TYPED/PRINTED WITNESS #2 NAME

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of PDOF Q3 21 Fort Myers Beach, LLC, a Delaware limited liability company, on behalf of the company, [_____] who is personally known to me or [_____] who has produced _____ as identification.

Notary Public

(SEAL)

Print/Type Name of Notary
Commission No.: _____

ACCEPTANCE

This GRANT OF SIDEWALK EASEMENT was accepted for public use by the Town of Fort Myers Beach, Florida, as authorized by action of the Town Council at its meeting held on the 20th day of November, 2023.

FORT MYERS BEACH

TOWN OF

ATTEST:

Dan Allers,
Mayor

Amy Baker, Town Clerk

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

Becky Vose, Town Attorney

EXHIBIT A

Legal description of the Easement Area

DESCRIPTION

7.00 FOOT SIDEWALK EASEMENT NO. 1

PARCEL OF LAND LYING IN LOT 6 AND 7, BLOCK 6, BUSINESS CENTER, AS RECORDED IN PLAT BOOK 9, PAGE 9 AND 10, PUBLIC RECORDS OF LEE COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 6, ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH STREET; THENCE N.67°38'39"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 58.00 FEET; THENCE S.22°21'21"E. LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE S.67°38'39"W. A DISTANCE OF 58.00; THENCE N.22°21'21"W., A DISTANCE OF 7.00 FEET TO AN INTERSECTION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SAID POINT-OF-BEGINNING OF THIS DESCRIPTION.
CONTAINING 0.01 ACRE (406 SQUARE FEET) , MORE OR LESS.

7.00 FOOT SIDEWALK EASEMENT NO. 2

PARCEL OF LAND LYING IN LOT 8,9 AND 10, BLOCK 6, BUSINESS CENTER, AS RECORDED IN PLAT BOOK 9, PAGES 9 AND 10, PUBLIC RECORDS OF LEE COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 6, ALSO BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH STREET; THENCE N.67°38'39"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 98.22 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING N.67°38'39"E. ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 95.07 FEET; THENCE S.22°21'21"E. LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 7.00 FEET; THENCE S.67°38'39"W. A DISTANCE OF 95.07 FEET; THENCE N.22°21'21"W., A DISTANCE OF 7.00 FEET TO AN INTERSECTION WITH THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SAID POINT-OF-BEGINNING OF THIS DESCRIPTION.
CONTAINING 0.02 ACRE (666 SQUARE FEET) , MORE OR LESS.

SURVEYORS NOTES:

DESCRIPTION BASED ON THE RECORDED PLAT OF "BUSINESS CENTER", AS RECORDED IN PLAT BOOK 9, PAGES 9 AND 10, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ORIENTATION BASED ON THE SOUTHERLY R/W LINE OF FIFTH STREET AS BEARING N.67°38'39" W.

CERTIFICATE OF AUTHORIZATION LICENSE BUSINESS NO. 6891.

UNLESS IT BEARS THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, AND ALL SHEETS ARE INCLUDED, THIS MAP IS NOT VALID.

THIS IS NOT A SURVEY!

PREPARED BY:

Digitally signed by
Mark A. Hatfield,
PSM 4155
Date: 2020.03.26
15:49:52 -04'00'

MARK A. HATFIELD P.S.M. DATE
FLORIDA CERT. NO. 4155

PROJECT:

DESCRIPTION DRAWING
PARCEL OF LAND IN
SEC. 24, T. 46 S. R. 23 E.,
TOWN OF FORT MYERS
BEACH,
LEE COUNTY, FLORIDA.

CLIENT:

TPI HOSPITALITY
100% Employee Owned

TPI HOSPITALITY
103 FIFTEEN AVENUE NW
WILLMAR, MN., 56201
(302) 235-7207

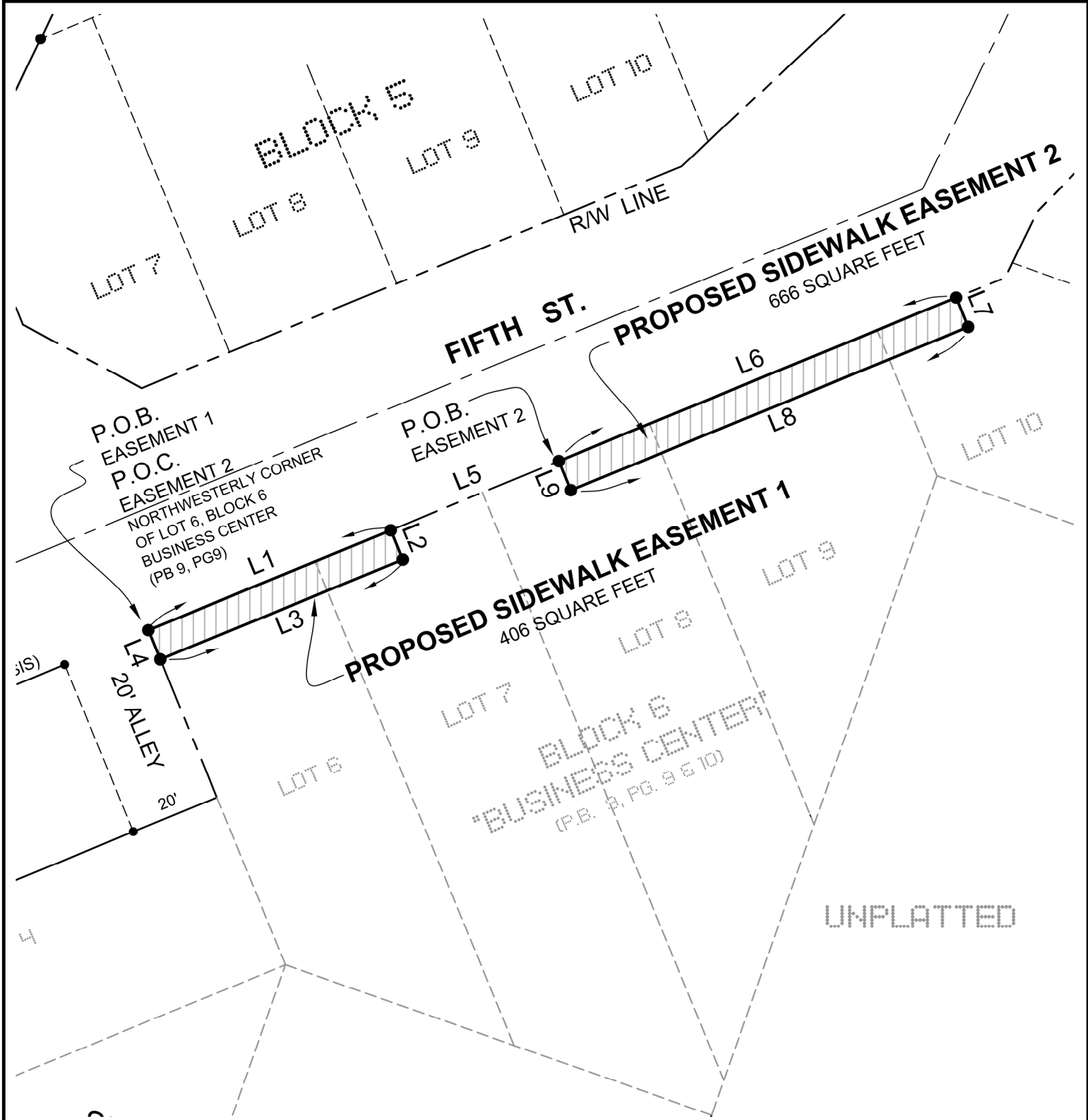
CONSULTANT:

MORRIS DEPEW

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
FL CA NO. 6532 / FL CERT NO. LB6891 / LC26000330

Fort Myers
2914 Cleveland Avenue
Fort Myers, Florida 33901
(239) 337-3993

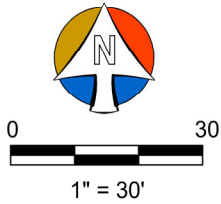
PROJECT MANAGER:	MAH
DRAWING BY:	MAH
JURISDICTION:	TOWN OF FORT MYERS BEACH
DATE:	03-23-2020
SHEET TITLE:	DESCRIPTION / SKETCH
SHEET NUMBER:	1 OF 2
JOB/FILE NUMBER:	15069A



ABBREVIATIONS

- BLVD. = BOULEVARD
- CC = COASTAL CONSTRUCTION
- CL = CONTROL LINE
- C/L = CENTERLINE
- L-1 = LINE DESIGNATION
- LB = LICENSED BUSINESS
- O.R. = OFFICIAL RECORDS
- PG. = PAGE
- P.B. = PLAT BOOK
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT

LINE	BEARING	DISTANCE
L1	N 67°38'39" E	58.00'
L2	S 22°21'21" E	7.00'
L3	S 67°38'39" W	58.00'
L4	N 22°21'21" W	7.00'
L5	N 67°38'39" E	40.22'
L6	N 67°38'39" E	95.07'
L7	S 22°21'21" E	7.00'
L8	S 67°38'39" W	95.07'
L9	N 22°21'21" W	7.00'



PROJECT:

DESCRIPTION DRAWING

PARCEL OF LAND IN
SEC. 24, T. 46 S. R. 23 E.,
TOWN OF FORT MYERS
BEACH,
LEE COUNTY, FLORIDA.

CLIENT:

TPI

HOSPITALITY

100% Employee Owned

TPI HOSPITALITY
103 FIFTEEN AVENUE NW
WILLMAR, MN., 56201
(302) 235-7207

CONSULTANT:

MORRIS

DEPEW

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS
FL CA NO. 6532 / FL CERT NO. LB6891 / LC26000330
Fort Myers
2914 Cleveland Avenue
Fort Myers, Florida 33901
(239) 337-3993

PROJECT MANAGER: MAH

DRAWING BY: MAH

JURISDICTION: TOWN OF FORT MYERS BEACH

DATE: 03/23/2020

SHEET TITLE: DESCRIPTION / SKETCH

SHEET NUMBER: 2 OF 2

JOB/FILE NUMBER: 15069A

1. **Requested Motion:**

Meeting Date: November 20, 2023

Accept a Public Use Agreement, as depicted in Exhibit A and provided for in the legal description, to allow general public use of portions of private property such as stairways, bridge, elevators, and restrooms, as required by the condition of approval in Ordinance 18-04, TPI-FMB Rezoning, Commercial Planned Development.

Why the action is necessary:

Ordinance 18-04, condition of approval 10.d

What the action accomplishes:

Guarantees the general public's right to access stairs, bridge, elevator and restrooms depicted within the documents and exhibits.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Ordinance 18-04

4. **Submitter of Information:**

5. **Background:**

Ord. 18-04 condition of approval 10.d required that the developer guarantee the general public's permanent right to use the pedestrian bridge over Estero Boulevard and adjoining stairs, elevators, and restrooms. Approval and recording of the document and exhibits will satisfy the condition of approval.

Attachments:

1. Public Use Agreement 11.10.23 updated
2. EXHIBIT A -Public Use 30479 - PB Exhibit with Civil

Financial Impact:

N/A

6. **Alternative Action**

Modify or deny the agreement

7. **Management Recommendations:**

Accept

8. **Recommended Approval:**

Jason Green, Community Development Services
Frankie Kropacek, Operations & Compliance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 11/13/2023
Approved - 11/15/2023
Approved - 11/15/2023
Approved - 11/15/2023
Final Approval - 11/15/2023

PUBLIC USE AGREEMENT

THIS PUBLIC USE AGREEMENT (“Agreement”) is made this ___ day of _____, 2023, by and between **TPI-FMB, LLC**, a Florida limited liability company (“**TPI**”) and **TOWN OF FORT MYERS BEACH**, a Florida municipal corporation (“**Town**”).

Wherever used herein, the terms “TPI” and “Town” include all parties to this instrument and their respective heirs, legal representatives, successors and assigns if individuals and successors and assigns of corporations, partnerships (including joint ventures), and public bodies and quasi-public bodies.

WHEREAS, TPI is the developer of a hotel and resort property (the “Project”) in the Town of Fort Myers Beach, Lee County, Florida; and

WHEREAS, portions of the Project are located on two sides of Estero Boulevard; and

WHEREAS, to access all portions of the Project, TPI has constructed a stairwell, elevators, pedestrian walkway and restroom, as depicted on attached Exhibit “A” (collectively “Pedestrian Facilities”) for hotel guest’s use. The Pedestrian Facilities shall not include any areas outside of those expressly highlighted as for public use on the graphic attached as Exhibit “A”. Further all portions of the Pedestrian Facilities within the Estero Boulevard Right of Way are subject to that certain revocable license agreement between TPI and Lee County dated April 21, 2020, as amended (“License”); and

WHEREAS, as part of its approval of the Project, the Town also requires public access to the Pedestrian Facilities and TPI is willing to agree to allow public access to the Pedestrian Facilities in accordance with this Agreement and subject to the License.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows.

1. Recitals. The recitals set forth above are hereby incorporated as if fully set forth herein.
2. Use of Pedestrian Facilities. TPI agrees to allow use of the Pedestrian Facilities by the general public under the terms and conditions set forth herein and subject to the terms and continued existence of the License. In particular, TPI reserves the sole and exclusive right to determine the hours of operation of the Pedestrian Facilities. TPI may also close any portion of the Public Facilities for maintenance and repair at any time and shall otherwise have complete discretion to regulate use of the Pedestrian Facilities so long as the general public is able to use the Pedestrian Facilities during the same times as the other public areas of the Project are open to the public.

3. Signage. TPI agrees to provide appropriate signage identifying that the general public may use the Pedestrian Facilities.
4. Enforcement By Town. Town agrees to cooperate with TPI, including the provision of police presence, in the event TPI reasonably believes that the use of the Pedestrian Facilities by the general public is jeopardizing the safety of TPI's hotel guests. If any such actions jeopardizing the safety of hotel guests persists for a period of 30 days, TPI shall reserve the right to terminate use of the Pedestrian Facilities by the general public.
5. Authority. The undersigned person executing this Agreement on behalf of the TPI represents and certifies that he or she has been fully empowered to execute and deliver this Agreement. The undersigned person executing this Agreement on behalf of the Town represents and certifies that he or she has been fully empowered to execute and deliver this Agreement; and that all necessary action for the execution of this Agreement has occurred.
6. Notices. All notices, demands and requests required or permitted to be given under this Agreement must be in writing and addressed to the appropriate party at the appropriate address and set forth below and shall be deemed given and received (i) when hand delivered to the intended recipient by any means; (ii) three (3) business days after the same is deposited in the United States mails with adequate postage prepaid, and sent by registered or certified mail, with return receipt requested; (iii) one (1) business day after the same is deposited with an overnight courier service of national or international reputation having a delivery area encompassing the address of the intended recipient, with the delivery charges prepaid; or (iv) when received via electronic mail at the intended recipient's email address set forth below. The initial addresses of the parties shall be:

If to TPI: TPI-FMB, LLC
 103 15th Avenue NW, Suite 200
 Willmar, Minnesota 56201
 Attn: Thomas Torgerson
 tom@tpihospitality.com

If to Town: Town of Fort Myers Beach
 2525 Estero Blvd
 Fort Myers Beach, FL 33931
 Attn: _____

A party may change its address, intended recipient party or email address by notice given in accordance with this Section.

7. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of the parties. This Agreement shall not be recorded in the Public Records.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one instrument.
9. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall be impaired thereby.
10. Governing Law and Recording. This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Lee County, Florida.
11. Interpretation. Nothing contained herein is to be construed as creating a joint venture or partnership between the TPI and Town.
12. Headings. The Section headings are included only for convenience and shall not be construed to modify or affect the covenants, terms, or provisions of any Section.
13. No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with duties, obligations or causes of action in favor of any third party.
14. Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party by law.
15. No Waiver. One or more waivers of the breach of any provision of this Agreement by an party shall not be construed as a waiver of subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of tis remedies and rights with respect to such.
16. Waiver of Jury Trial. Each party waives all rights to any trial by jury in all litigation relating to or arising out of this Agreement.

[Remained of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above date.

Signed, Sealed and Delivered in the presence of: TPI-FMB, LLC,
a Florida limited liability company

Witness Signature

Print/Typed Witness Name

By _____
Thomas Torgerson, Manager

Witness Signature

Print/Typed Witness Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or, [] online notarization, this ____ day of _____, 2023, by Thomas Torgerson, as Manager of TPI-FMB, LLC, a Florida limited liability company, on behalf of said company, and who is personally known to me or who has produced _____ as identification.

(Notary Seal/Stamp)

Sign: _____
Print: _____
My Commission _____
Expires: _____

Signed, Sealed and Delivered in the presence of: **TOWN OF FORT MYERS BEACH,**
a Florida municipal corporation

Witness Signature

Print/Typed Witness Name

By _____

Print Name: _____

Its: _____

Witness Signature

Print/Typed Witness Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of [] physical
presence or, [] online notarization, this ____ day of _____, 2023,
_____, as _____ of the Town of Fort Myers Beach, a Florida
municipal corporation, on behalf of the corporation, who is personally known to me.

(Notary Seal/Stamp)

Sign: _____

Print: _____

My Commission

Expires: _____

MORTGAGEE JOINDER, CONSENT & SUBORDINATION

In Witness whereof, PDOF Q3 21 Fort Myers Beach, LLC, a Delaware limited liability company, including its successors and/or assigns, as the lender and mortgagee under the Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated August 31, 2021, and recorded on September 1, 2021 in Instrument Number 2021000289445, of the Public Records of Lee County, Florida, and any and all loan documents related thereto or referenced therein (collectively, the "Mortgage"), hereby consents to this Grant of Sidewalk Easement to which this consent is affixed (the "Agreement") and confirms it shall not constitute a default under the terms of the Mortgage. Further, the Mortgage is hereby subordinated to the Agreement.

*Signed Sealed and Delivered
in the presence of:*

PDOF Q3 21 Fort Myers Beach, LLC, a
Delaware limited liability company

WITNESS #1 SIGNATURE

TYPED/PRINTED WITNESS #1 NAME

By _____
Print Name: _____
Its: _____

WITNESS #1 SIGNATURE

TYPED/PRINTED WITNESS #1 NAME

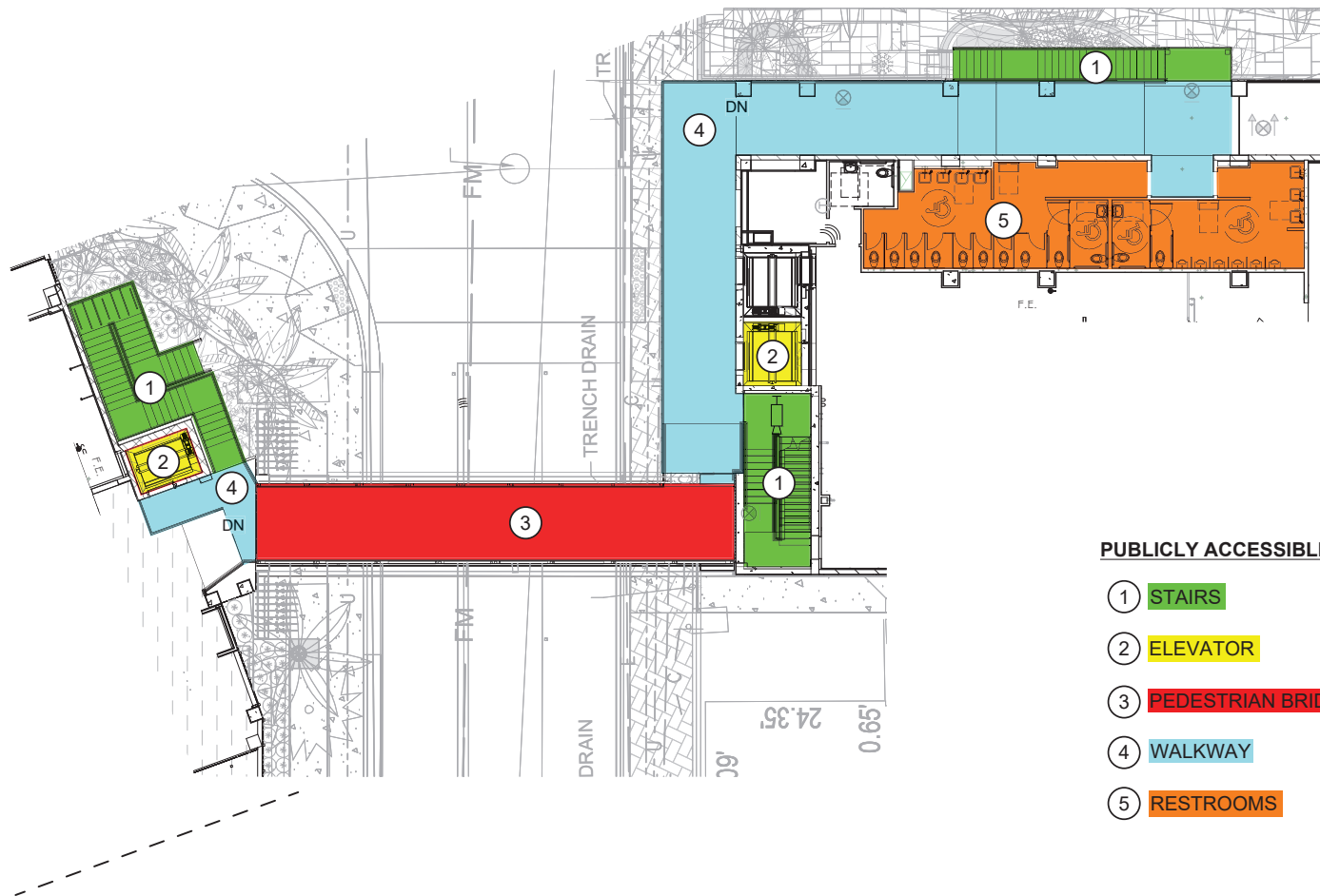
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or, [] online notarization, this ____ day of _____, 2023, _____, as _____ of PDOF Q3 21 Fort Myers Beach, LLC, a Delaware limited liability company, on behalf of the company, [] who is personally known to me or [] who has produced _____ as identification.

(Notary Seal/Stamp)

Sign: _____
Print: _____
My Commission
Expires: _____

EXHIBIT A



PUBLICLY ACCESSIBLE COMPONENTS

- ① STAIRS
- ② ELEVATOR
- ③ PEDESTRIAN BRIDGE
- ④ WALKWAY
- ⑤ RESTROOMS

1. **Requested Motion:**

Meeting Date: November 20, 2023

Request to hold a holiday event around the Poinsettia Tree at Times Square on Friday, December 1, at 5:30 p.m. Might include a special surprise guest!

Why the action is necessary:

The poinsettia tree is at Times Square again this year and we want to have a celebration.

What the action accomplishes:

Showcases the tree, the holidays, and Times Square.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Jennifer Dexter, Social Media & Communications Coordinator

5. **Background:**

The Town is planning an event around the Poinsettia Tree in Times Square on Friday, December 1, 2023, at 5:30 p.m. Details will be forthcoming.

Attachments:

Financial Impact:

6. **Alternative Action**

Do not approve event

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Jennifer Dexter, Social Media & Communications Coordinator
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 11/15/2023
Approved - 11/15/2023
Approved - 11/15/2023
Final Approval - 11/15/2023

1. **Requested Motion:**

Meeting Date: November 20, 2023

Request to hold a Christmas Service at Bayside Park, December 23, 2023

Why the action is necessary:

Ord. 20-17

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Faith Center would like to have a Christmas Service at Bayside Park on December 23, 2023 from 4pm to 5pm. They are requesting a waiver of the permit fee and the rental of Bayside Park. They will stay within the noise ordinance limits, setting up 100 chairs with a few poinsettia's for decorations.

Attachments:

1. 236247_Christmas Service_Application

Financial Impact:

250.00

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Code Supervisor/STR Coordinator
Frankie Kropacek, Operations & Compliance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 10/31/2023
Approved - 11/1/2023
Approved - 11/1/2023
Approved - 11/8/2023
Final Approval - 11/8/2023



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

RECEIVED

OCT 31 2023

236247

Name of event Christmas Service on SAT Dec. 23rd
Attach separate sheet of paper with detailed description of event 4-5 pm
Date(s) and times of event SAT Dec 23rd, 4-5 pm
Address of event Bayside Park / San Carlos + FIRST ST.
Expected # of participants/attendees 400
Sponsoring Organization The Faith Center
Organization address 17650 S. Tamiami Trail, Ft Myers
Contact Person/Phone# Pam Antonucci / 239-822-1839
E-mail pam@thefaithcenter.com
Amplified Music Y ☒ N ☒ 500 Ft Notifications _____ Copy of Letter _____
Renting Town Property Y ☐ N ☐ Renting Parking Spaces Y ☐ N ☒
How many Spaces? _____ How many hours _____
Extension of Premises? Y ☐ N ☐ ABT Form _____ How many days? _____ (Over 3 days needs to go to Council)
Letters of Permission to use Property _____
Letters of Permission to use Parking _____ Parking Plan _____
Site Plan _____ Insurance _____ (Naming Town of FMB as Certificate Holder)
Requesting Water Y ☐ N ☒ Electric Y ☒ N ☐
Requires Council Approval:
Waiver of open container Y ☐ N ☒ Waiver of Town parking fees Y ☐ N ☒
Waiver of Noise Ordinance Y ☐ N ☒ Recurring Event Y ☐ N ☒
Applicant Signature Pamela Antonucci
Printed Name Pamela Antonucci

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

Applicant to Complete:

Company managing trash removal: The Faith Center Members

No. of dumpsters: _____ Type of dumpsters: _____

Who is responsible for clean-up and payment: The Faith Center
(we are only having bottled water)

City right-of-way Parking Use: _____ Number of spaces: _____

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

Approval: _____ Date: _____

FORT MYERS BEACH FIRE DEPT

100 Voorhis Street • Fort Myers Beach, Florida 33931

Tel (239) 590-4210

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

Print Name

Approval Signature

Date

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

LEE COUNTY SHERIFF'S DEPT

15650 Pine Ridge Road, Fort Myers, FL 33908

Tel (239)477-1830

Fax (239)432-0268

Parking: _____

Deputies (how many?) _____

Traffic Control: _____

Fees: _____

Special Arrangements: _____

Print Name

Approval Signature

Date

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

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

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

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer

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

Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

Check list: Application _____ Site Plan _____ Description _____

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

Turtle Time Inc.: Eve Haverfield

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

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

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



FAITFEL-01

TFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2023

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

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PRODUCER Hub International Florida One Urban Centre 4830 W. Kennedy Boulevard Tampa, FL 33609	CONTACT NAME:	
	PHONE (A/C, No, Ext): (727) 797-0441	FAX (A/C, No): (727) 669-0673
INSURED Faith Fellowship Ministries of Fort Myers 17650 S. Tamiami Trail Suite 212 Fort Myers, FL 33908	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: GuideOne Mutual	
	INSURER B: Zenith Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			1437407	3/6/2023	3/6/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			01437407	3/6/2021	3/6/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	Z133244108	3/6/2023	3/6/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

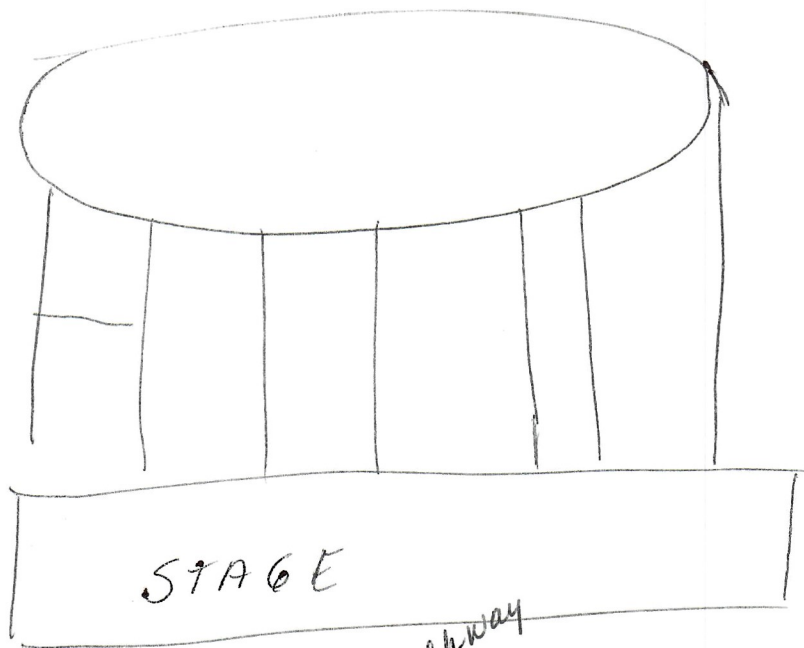
CERTIFICATE HOLDER

CANCELLATION

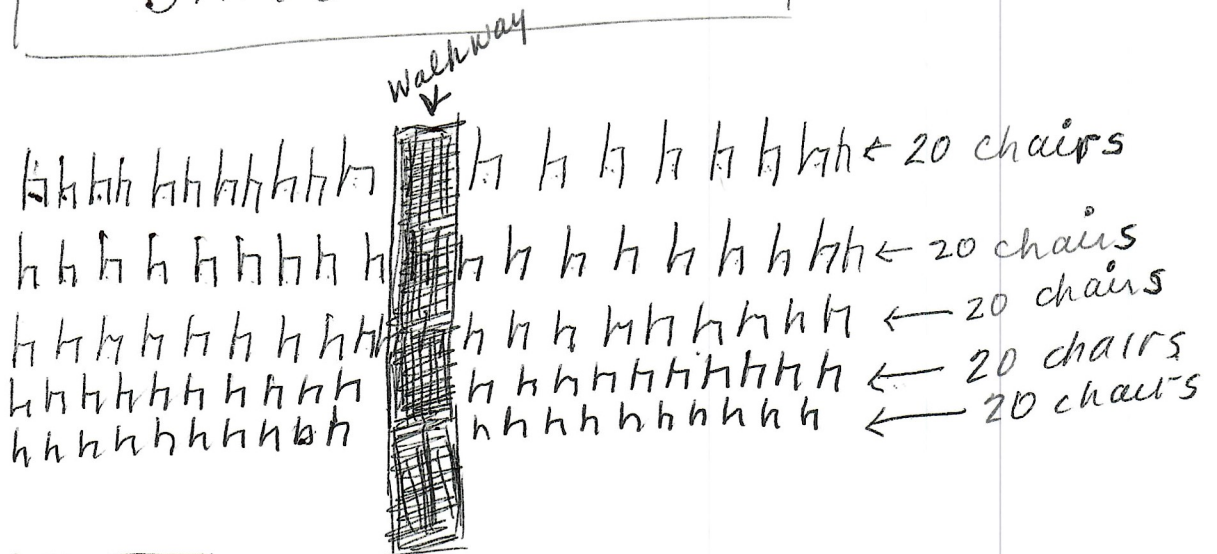
Town of Fort Myers Beach
2525 Estero Blvd
Fort Myers Beach, FL 33931

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



5
Rows of
Chairs
100 TOTAL



Welcome
TABLE
w/ Bottled
waters



John J. Antonucci, Sr.
Pastor

Oct. 30, 2023

To whom it may concern:

The Faith Center church has been having Saturday services at The Mound House since Sept. 9th to encourage, uplift and be a spiritual support to the residents on Fort Myers beach. Our services are from 4:30-5:30 pm each week. We would like to have a larger venue for our Christmas Service.

We are requesting to use Bayside Park to have an outdoor service on Sat. Dec. 23rd from 4-5 pm. We expect 75-100 people to attend from the community and enjoy an uplifting Holiday service.

A group of us from The Faith Center attended the remembrance service and thought it is a perfect place for outdoor events. It was a great presentation and program for everyone who attended.

Vice Mayor, Jim Atterholt and his wife Brenda have been attending our service at The Mound House and can attest that we are a credible and responsible ministry. We have the utmost respect for the township leaders and residents and want to continue to be a blessing to the Fort Myers Community.

Thank you for your consideration,

Pastor John and Pam Antonucci

The Faith Center Church
17650 S. Tamiami Trail, Suite 212
Fort Myers, FL 33908

"For we walk by faith, not by sight" 2 Corinthians 5:7

17650 South Tamiami Trail Suite 212, Fort Myers, FL 33908 www.thefaithcenter.com



Fort Myers Beach Fire Control District

Life Safety Branch

100 Voorhis Street · Fort Myers Beach, Florida 33931
Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

Event Type:

☒ Small Outdoor/Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 10/31/23	Date of Event: SAT Dec. 23rd	
Location: Bayside Park		
Event Start Date/Time: 4pm-	Event End Date/Time: 5pm	
Setup Date: SAT Dec 23rd	Setup Time: 3:30pm	Inspection Time:
Event Sponsor: The Faith Center		
Sponsor Contact: Pam Antonucci	Sponsor Phone #: (239) 822-1839	Sponsor Email: pam@thefaithcenter.com
Anticipated Number of Attendees: 75-100	Anticipated Number of Event Workers: 15	
Will there be carnival or mechanical rides: no	Number of Stages: one	
Total Number of Vendors: none	Total Number of Hot Food Vendors: none	
Number of Tents larger than 20 x 20: none	Number of 10 x 10 Tents: none	

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors, with full contact information, must be provided to the Fort Myers Beach Fire District. This information shall include contact name, number, and e-mail. All inspection fees will be due at time of service, and must be paid prior to release of any approvals.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

1. A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
2. A life safety evaluation may be required based on the size of the event in accordance with the fire code.
3. All vendors should review FMBFD guidelines, on our website at www.FMBFirefl.gov
4. Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

<u>Pamela Antonucci</u>	<u>Pamela Antonucci</u>
Submitting Party Name (Print)	Submitting Party Name (Sign)
Date: 10/31/23	

1. **Requested Motion:**

Meeting Date: November 20, 2023

Request to hold a New Years Eve 5K, December 31, 2023

Why the action is necessary:

Ordinance 20-17

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Beach Talk Radio would like permission to hold a 5K on the beach at Diamondhead on December 31, 2023 between 8am - 11am. All other activities are in Diamondhead.

Attachments:

1. 235880 New Years 5K_Diamondhead

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Code Supervisor/STR Coordinator
Frankie Kropacek, Operations & Compliance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager
Frankie Kropacek, Operations & Compliance Director

Created/Initiated - 10/24/2023
Approved - 10/24/2023
Approved - 10/24/2023
Approved - 11/8/2023
Approved - 11/8/2023
Final Approval - 11/9/2023



Town of Fort Myers Beach

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

RECEIVED

OCT 03 2023

235880

Name of Event: NEW YEARS EVE SK

Attach separate sheet of paper with detailed description of event

Date(s) and times of event: DECEMBER 31ST 8AM

Address where event will be held: DIAMONDHEAD RESORT - ESTERO BLVD

Expected # of participants/attendees: 100-125 2000 Estero

Sponsoring Organization: BEACH TALK RADIO

Organization Address: 12700 Vista Pine Circle, FM 33913

Contact Person Name: ED RYAN

Phone # 239-247-3833 E-Mail EDRYAN@BEACHTALKRADIO.COM

Amplified Music Y ☐ N ☒ 500 Foot Notifications ☐ Copy of Letter ☐

Renting Town Property Y ☐ N ☒ Renting Parking Spaces Y ☐ N ☒

How many spaces? 0 How many hours? EVENT IS 8A-11A

Extension of Premise? Y ☐ N ☐ ABT Form ☐

How many days? 1 (If over 3 days - must go to Council)

Letter of Permission to use property ☐ Letter of Permission to use parking ☐

Parking Plan ☐ Site Plan ☐ Insurance INCLUDED (Naming Town of FMB as Certificate Holder)

Requesting Water Y ☐ N ☒ Electric Y ☐ N ☒

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

Waiver of Open Container Y ☐ N ☐ Waiver of Town Fees Y ☐ N ☐

Waiver of Noise Ordinance Y ☐ N ☐ Recurring Event Y ☐ N ☐

Applicant's Signature: _____ Date: _____

* All vendors will be inside the Diamondhead ballroom. Registration and awards ceremony will be in the ballroom.



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

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

Applicant to Complete:

Company managing trash removal: TRASH WILL BE PICKED UP BY BTR

of dumpsters _____ Type of dumpsters Volunteers

Who is responsible for clean-up and payment _____

Town right of way Parking use: 0 number of spaces 0

To be completed by Town Hall Staff:

FMB Public Works:

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

Comments: _____

Approval: _____ Date: _____

FMB Environmental Science:

Comments: _____

Approval: _____ Date: _____

Turtle Time Inc. Eve Haverfield Tel (239) 481-5566

Email: eve@turtletime.org

Turtle Season is May 1 through October 31st

Comments: _____

Approval: _____ Date: _____



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

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

Please forward the completed application and site plan along with each individual approval request to each identified agency below. Once completed return to Town Hall.

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

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

FOR MAJOR EVENTS ONLY CONTACT

Jennie Cowart Tel (239) 344-5627 Fax (239) 412-0590 E-Mail: Jennifer.cowart@dep.state.fl.us

Comments: _____

Florida DEP Approval: _____ Date: _____

FMB Fire Department

Tel (239) 590-4205

Fax (239) 432-1554

100 Voorhis St. Fort Myers Beach, FL 33931

FMB Fire Comments:

Approval: _____ Date: _____

Lee County Sheriff's Department: Tel (239) 477-1830 Fax (239) 432-0268

15650 Pine Ridge Rd Fort Myers, FL 33908

Comments:

Approval: _____ Date: _____



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

Special Events Application and Guidebook

Event Type:		
☒ Small Outdoor/Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 10-3-23		Date of Event: 12-31-23
Location: DIAMONDHEAD RESORT		
Event Start Date/Time: 12-31-23 8AM		Event End Date/Time: 12-31-23 11AM
Setup Date: 12-31-23	Setup Time: 6:30AM	Inspection Time:
Event Sponsor: BEACH TALK RADIO		
Sponsor Contact: ED RYAN	Sponsor Phone #: 239-247-3833	Sponsor Email: edryan@beachtalkradio.com
Anticipated Number of Attendees: 100-125	Anticipated Number of Event Workers: 30	
Will there be carnival or mechanical rides: NO	Number of Stages: NONE	
Total Number of Vendors: INSIDE DIAMONDHEAD	Total Number of Hot Food Vendors: 0	
Number of Tents larger than 20 x 20: 0	Number of 10 x 10 Tents: 0	

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

**We are requesting one Ambulance for the event.*

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors with full contact information must be provided to the Fort Myers Beach Fire Department. This information will include contact name, number, and e-mail. All inspection fees will be due at time of service. All fees must be paid prior to releasing any permit.

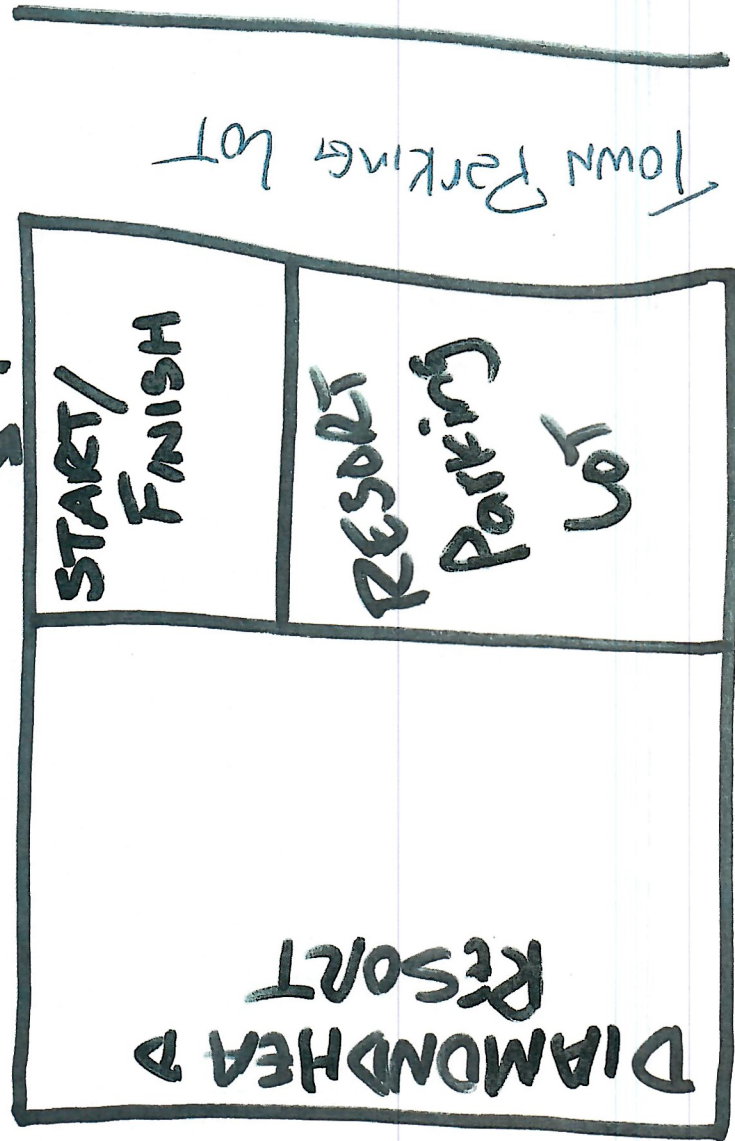
Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

- A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
- A life safety evaluation may be required based on the size of the event in accordance with the fire code.
- All vendors should review FMBFD guidelines, on our website at www.FMBFire.org
- Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Administrative Use Only	
Submitting Party Name (Print)	Date Received:
Submitting Party Name (Sign)	Received By:
Date:	Fees Due:
	Forwarded for Review:
	Paid: ☐

2023 NEW YEARS EVE SK & WALK TO BENEFIT THE FMB WOMAN'S CLUB



ESTERO BOULEVARD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/03/2023

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

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PRODUCER

East Main Street Insurance Services, Inc.
Will Maddux
PO Box 1298
Grass Valley CA 95945

CONTACT NAME: Will Maddux

PHONE (A/C, No, Ext): (530) 477-6521

FAX (A/C, No):

E-MAIL ADDRESS: info@theeventhelper.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Evanston Insurance Company

35378

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Edward Ryan
12700 Vista Pine Cir
Fort Myers FL 33913

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			3DS5474-M3369702	12/31/2023 12:01 AM	01/01/2024 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	☐ Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐	☐					\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐	RETENTION \$ ☐					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 100, Event Type: 5 K Run.

CERTIFICATE HOLDER**CANCELLATION**

The Town of Fort Myers Beach
2545 Estero Blvd
Fort Myers FL 33931

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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East Main Street Insurance Services, Inc.

Will Maddux

PO Box 1298

Grass Valley

CA 95945

CONTACT NAME: Will Maddux

PHONE (A/C, No, Ext): (530) 477-6521

FAX (A/C, No):

E-MAIL ADDRESS: info@theeventhelper.com

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NAIC #

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INSURER F:

INSURED

Edward Ryan

12700 Vista Pine Cir

Fort Myers

FL 33913

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	☒ Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	☐ Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 100, Event Type: 5 K Run.

CERTIFICATE HOLDER**CANCELLATION**

Diamondhead Resort
2000 Estero Blvd
Fort Myers Beach

FL 33931

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

1. **Requested Motion:**

Meeting Date: November 20, 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:**

Other

4. **Submitter of Information:**

Jason Freeman, Public Works
Director

5. **Background:**

The list below presents the town's surplus items to be placed for auction. Assets are considered salvage when they are no longer operable and the cost for 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 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:

- 2 Kubota RTVs (Destroyed in hurricane)

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

Created/Initiated - 11/13/2023
Approved - 11/13/2023
Approved - 11/14/2023

Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Approved - 11/14/2023
Final Approval - 11/14/2023

1. **Requested Motion:**

Meeting Date: November 20, 2023

Approve and allocate additional funds not to exceed \$4,812.60 for additional work on the Bay Oaks Recreation Center to put in an annunciator panel and replace restroom walls. This will be a change order for the Bay Oaks Recreation Center awarded to C.E. Gleeson Contractors.

Why the action is necessary:

Fort Myers Beach Fire District is requiring an annunciator panel required by code and FRP for wet walls in the restrooms in the Bay Oaks Recreation Center

What the action accomplishes:

Makes Bay Oaks Recreation Center a safer place for the residents, guests and staff.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

A Change Order approval is required by Town Council

4. **Submitter of Information:**

Jeff Hauge, Culture, Parks & Recreation Director

5. **Background:**

The Bay Oaks Recreation Center was damaged by Hurricane Ian. Storm Surge of up to 11' of sea water engulfed the Center. C.E. Gleeson was awarded the contract to renovate the Recreation Center.

Attachments:

1. Emergency Preparations for Temp Relocation - Change Order 006
2. Emergency Preparations for Temp Relocation - Change Order 005

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 11/13/2023
Approved - 11/14/2023
Approved - 11/14/2023
Approved - 11/15/2023
Final Approval - 11/15/2023

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

No.: 006

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000).

CONTRACT/PROJECT NAME: Emergency Preparation for Temporary Relocation

CONTRACTOR: C. E. Gleeson Constructors, INC. PROJECT NO.: _____

CONTRACT NO.: ITB-23-10-AD BID NO.: ITB-23-10-AD

CHANGE REQUESTED BY: Jeff Hauge, Director of Culture, Parks and Rec. DATE OF REQUEST: 8/24/2023

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Add FRP to wet walls per code

Purpose of Change Order: Meet building code

Attachments: (List documents supporting change) Building Code

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$ 947,000.00

Previous Change Order No. 001 to No. _____
\$ 67,362

Contract Price prior to this Change Order
\$ 1,015,352

Net Increase (Decrease) of this Change Order
\$ 3795

Contract Price will all approved Change Orders
\$ 1,019,147

CHANGE IN CONTRACT TIME:

Original Contract Time
90 Calendar Days

Net Change from previous Change Orders
15 Calendar Days

Contract Time prior to this Change Order
105 Calendar Days

Net Increase (Decrease) of this Change Order
5 Calendar Days

Contract Time with all approved Change Orders
110 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: _____
Consultant (if applicable) Date

By: _____
Department Director Date

Contracts Management

APPROVED:

Town Attorney Date

ACCEPTED

By: _____
Contractor

Date Accepted: _____

(CORPORATE SEAL)

TOWN APPROVAL:

By: _____
Finance Director (Under \$25,000)

Date Approved: _____

By: _____
Town Manager (Under \$25,000)

Date Approved: _____

By: _____
Mayor, Town Council
(Over \$25,000)

Date Approved: _____



C.E. GLEESON
CONSTRUCTORS, INC.

984 Livernois Road
Troy, MI 48083
Ph : (248) 647-5500

November 10, 2023

Town of Ft. Myers Beach
2525 Estero Blvd.
Ft. Myers Beach, FL 33931

RE: Change Order Request # 6
22-213 Emergency Restoration Ft Myers

To whom it may concern:

We are pleased to offer the following specifications and pricing to make the following changes :

FRP in Bathrooms for Wet Walls			
F.O./Bulletin	Description		
	Patriot Team South, Inc. - Add for FRP in bathrooms for wet walls per code		\$3,450.00
		Subtotal:	\$3,450.00
	Gleeson OH&P	\$3,450.00 10.00%	\$345.00
The total amount to provide this work is			\$3,795.00

If you have any questions, please contact me at Ph : (248) 647-5500

Sincerely,

C.E. Gleeson Constructors, Inc
CC:

Approved By:

Architect:

Signature

Signature

Date

Date



REQUEST for CHANGE ORDER

October 30, 2023

C.E. Gleeson Constructors, Inc.
 984 Livernois Rd.
 Troy, Mi. 48083
 P:248-647-5500

Attention: Michael Tierney

Reference: Ft. Myers Community Center

Furnish & Install non-fire rated FRP and trim at the below locations.

1. Men's Room 1 - 16'x4' = 64SF
2. Womens Room 1 - 14'x4' = 56SF
3. ADA Gym Bath - 9'x4' = 36SF
4. Men's Room 2 - 16'x4' = 64SF
5. Womens Room 2 - 14'x4' = 56SF

Total - Request for Change Order - Add This Sheet

\$3,450.00

Sincerely,

Justin LaFee

Direct any Questions to Justin LaFee (jlafée@patriot-team.com)

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

No.: 005

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000).

CONTRACT/PROJECT NAME: Emergency Preparation for Temporary Relocation

CONTRACTOR: C. E. Gleeson Constructors, INC. PROJECT NO.: _____

CONTRACT NO.: ITB-23-10-AD BID NO.: ITB-23-10-AD

CHANGE REQUESTED BY: Fire Marshal DATE OF REQUEST: 11/10/23

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Annunciator Panel Add per Fire Marshal

Purpose of Change Order: Add Annunciator panel to the building per fire marshal

Attachments: (List documents supporting change) Fire Marshal Requested

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$ 947,000.00

Previous Change Order No. 001 to No. 004
\$ 66,344

Contract Price prior to this Change Order
\$ 1,013,344

Net Increase (Decrease) of this Change Order
\$ 1,018

Contract Price will all approved Change Orders
\$ 1,015,352

CHANGE IN CONTRACT TIME:

Original Contract Time
90 Calendar Days

Net Change from previous Change Orders
5 Calendar Days

Contract Time prior to this Change Order
95 Calendar Days

Net Increase (Decrease) of this Change Order
10 Calendar Days

Contract Time with all approved Change Orders
105 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: _____
Consultant (if applicable) Date

By: _____
Department Director Date

Contracts Management

APPROVED: _____
Town Attorney Date

ACCEPTED

By: _____
Contractor

Date Accepted: _____

(CORPORATE SEAL)

TOWN APPROVAL:

By: _____
Finance Director (Under \$25,000)

Date Approved: _____

By: _____
Town Manager (Under \$25,000)

Date Approved: _____

By: _____
Mayor, Town Council
(Over \$25,000)

Date Approved: _____



984 Livernois Road
Troy, MI 48083
Ph : (248) 647-5500

November 10, 2023

Town of Ft. Myers Beach
2525 Estero Blvd.
Ft. Myers Beach, FL 33931

RE: Change Order Request # 5
22-213 Emergency Restoration Ft Myers

To whom it may concern:

We are pleased to offer the following specifications and pricing to make the following changes :

Annunciator Panel added cost

F.O./Bulletin	Description			
	- Added cost for Annunciator panels required by code			\$925.00
			Subtotal:	\$925.00
	Gleeson OH&P	\$925.00	10.00%	\$92.50

The total amount to provide this work is \$1,017.50

If you have any questions, please contact me at Ph : (248) 647-5500

Sincerely,

C.E. Gleeson Constructors, Inc

CC:

Approved By:

Architect:

Signature

Signature

Date

Date



LEGACY FIRE AND TECHNOLOGIES

1411 NW 37th Ave Cape Coral FL. 33993

EF20001833 239-822-3157

PUROCLEAN of Naples

Sunningdale Restoration of Naples

1400 Gulfshore Blvd North #178

Naples , FL. 34102

Ricco 1-586-935-7966

April 7, 2023

Job:

Bay Oaks

2731 Oak St

Fort Myers, Bch Fl

fire alarm/ access control

PROPOSAL

Legacy will supply and install the below listed equipment at the above stated job site.

FIRE ALARM		QTY	BURGLARY ALARM	
SK 6808 Fire Panel		1	DSC Burglary panel	1
Voice Evacuation Panel		1	Keypad	1
Annunciator (itemized not on list)			Cell	1
Speaker Strobes		16	Motions	2
Strobes		8	Door Contacts (front office doors)	2
WP Speaker Strobes		1	Wire Misc	1
Smokes		2	Price Installed \$1,122.00	
Duct Smokes (itemized not on list)				
Pull Stations		5		
Flow Tamper Tie In (switches by others)		4		
Cell Transmitter		1		
Design Seal permit test Inspect		1		
PRICE INSTALLED \$17,795.00				
Total Price Installed				\$18,917.00

Exclusions: 120v power dedicated with lock out, existing wire, annunciator, duct smoke detectors, and flow tamper switches

Itemizations: 4- Addressable Duct Smokes Price Installed \$2,523.00

1- Annunciator Price Installed \$925.00

Monitoring agreements will be required for both systems. We will contract direct with FMB.

PAYMENT: Balances due net 30 days from date on Legacy Fire and Technologies Invoice for work complete equipment on site.

ACCEPTANCE of PROPOSAL

Signature: _____

Prepared by: _____

Printed: _____

Chuck Simonson

Date: _____

1. **Requested Motion:**

Meeting Date: November 20, 2023

Approve and allocate funds not to exceed \$39,995.00 for additional work on the Bay Oaks Recreation Center to replace tile, mold remediation and dry wall of the restrooms. This will be a change order for the Bay Oaks Recreation Center awarded to C.E. Gleeson Contractors.

Why the action is necessary:

During the demolition work of portions of the Bay Oaks Recreation Center, contractors found mold behind the tiles in the restrooms. The remediation for that is to remove the tiles and do a mold remediation on the walls. Painted drywall will replace the tiles. A Change Order of over \$25,000.00 must be approved by the Town Council.

What the action accomplishes:

Makes Bay Oaks Recreation Center a safer place for the residents, guests and staff.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Jeff Hauge, Culture, Parks &
Recreation Director

5. **Background:**

The Bay Oaks Recreation Center was damaged by Hurricane Ian. Storm Surge of up to 11' of sea water engulfed the Center. C.E. Gleeson was awarded the contract to renovate the Recreation Center.

Attachments:

1. Emergency Preparations for Temp Relocation - Change Order 003

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 11/9/2023
Approved - 11/9/2023
Approved - 11/15/2023
Approved - 11/15/2023
Final Approval - 11/15/2023

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

No.: 003

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000).

CONTRACT/PROJECT NAME: Emergency Preparation for Temporary Relocation

CONTRACTOR: C. E. Gleeson Constructors, INC. PROJECT NO.: _____

CONTRACT NO.: ITB-23-10-AD BID NO.: ITB-23-10-AD

CHANGE REQUESTED BY: Dan Zink - DRMP DATE OF REQUEST: 10/12/23

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Demolition and HEPA clean of the tile walls in all bathrooms.

Purpose of Change Order: Microbial substance found on back of drywall

Attachments: (List documents supporting change) Backup from subcontractors

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$ 947,000.00

Previous Change Order No. 001 to No. 002
\$ 26,348

Contract Price prior to this Change Order
\$ 973,348

Net Increase (Decrease) of this Change Order
\$ 39,996

Contract Price will all approved Change Orders
\$ 1,013,344

CHANGE IN CONTRACT TIME:

Original Contract Time
90 Calendar Days

Net Change from previous Change Orders
0 Calendar Days

Contract Time prior to this Change Order
90 Calendar Days

Net Increase (Decrease) of this Change Order
5 Calendar Days

Contract Time with all approved Change Orders
95 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED: By: _____ Consultant (if applicable) Date By: _____ Department Director Date _____ Contracts Management APPROVED: _____ Town Attorney Date	ACCEPTED By: _____ Contractor Date Accepted: _____ (CORPORATE SEAL)	TOWN APPROVAL: By: _____ Finance Director (Under \$25,000) Date Approved: _____ By: _____ Town Manager (Under \$25,000) Date Approved: _____ By: _____ Mayor, Town Council (Over \$25,000) Date Approved: _____
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October 11, 2023

Town of Ft. Myers Beach
2525 Estero Blvd.
Ft. Myers Beach, FL 33931

RE: Change Order Request # 3
22-213 Emergency Restoration Ft Myers

To whom it may concern:

We are pleased to offer the following specifications and pricing to make the following changes :

Demo and HEPA Cleaning of the Tile Walls in the Bathrooms

F.O./Bulletin	Description	
	Puroclean of Naples - Demo and HEPA Cleaning of the Tile Walls in the Bathrooms. See attached quote from PuroClean from 10/5/23	\$32,836.64
	Patriot Team South, Inc. - New Drywall - Patriot Team Quote attached	\$2,550.00
	Extreme Painting & Contracting - Paint new drywall	\$973.00
	Subtotal:	\$36,359.64
C.E. Gleeson OH&P	\$36,359.64 10.00%	\$3,635.96

The total amount to provide this work is \$39,995.60

If you have any questions, please contact me at Ph : (248) 647-5500

Sincerely,

C.E. Gleeson Constructors, Inc

CC:

Approved By:

Architect:

Signature

Signature

Date

Date



Puroclean of Naples

Naples Office:
1400 Gulf Shore Blvd North
Suite 178
Naples, FL 34102
(239) 687-3005
CGC1534410

Corporate Office:
2717 Industrial Row Dr.
Troy, MI 48084
TOLL FREE (888) 253-2683
www.PuroNTL.com

Insured: City of Fort Myers Beach
Property: 2731 Oak St.
Ft. Myers Beach, FL 33931

Claim Number:

Policy Number:

Type of Loss: Hurricane

Date of Loss: 9/28/2022 9:19 AM
Date Inspected: 10/28/2022 9:21 AM

Date Received:
Date Entered: 11/1/2022 11:40 AM

Price List: FLFM8X_OCT23
Restoration/Service/Remodel
Estimate: 926_BAY_OAKS_CHANGE



Puroclean of Naples

Naples Office:
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Naples, FL 34102
(239) 687-3005
CGC1534410

Corporate Office:
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TOLL FREE (888) 253-2683
www.PuroNTL.com

REPAIR SCOPE OF WORK ESTIMATED

Please note some items may not be completed and are waiting removal to be completed. and some items have not yet been estimated because at this time the project is still active. Once completed this scope will be updated.

Photo Link:

3D Walk-through:

SCOPE OF WORK

Builders License # 262200046

We appreciate the opportunity to be of service to you.

- 1) The accuracy of this assessment is limited to what we were able to inspect visually. The estimate and scope of work represents our professional opinion to restore the property to “pre-loss” condition and in no way reflects any interest or impact on the final settlement.
- 2) Line items include description of the work to be done, the unit measure, and quantity needed. Please note; these work descriptions are maintained on a computer database accepted by your insurance company and may not accurately describe the actual work to be completed, but most closely reflects the current market cost.
- 3) Open Items: Often it is not possible to tell, prior to work starting, if items scheduled to be cleaned will indeed clean, or if there is concealed damage. Also, mechanical trade bids (plumbing, electric, and HVAC) are often not possible to bid before demo is complete. Open items and concealed damage will automatically be presented to your insurance adjuster and added to the contract amount in the form of a "Supplemental"



Puroclean of Naples

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www.PuroNTL.com

4) To satisfy the needs of the insurance industry, this estimate is written to provide a specific scope of work at a Package Price.

Individual line item pricing includes various job-cost items like; material, labor, soft costs, burden and associated work. Material allowances will be provided on a separate format. Due to administrative costs, work deletions and changes in the work will result in only a partial credit, or may not be allowed.

5) PuroClean and per Xactimate that we use to communicate the damages of your claim with your insurance company we are due a 10 percent overhead and 10 percent profit no matter the complexity of the job.

Naples Office:
1400 Gulf Shore Blvd North
Suite 178
Naples, FL 34102
(239) 687-3005
CGC1534410

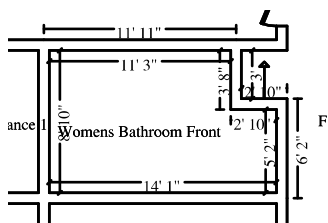
Corporate Office:
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Troy, MI 48084
TOLL FREE (888) 253-2683
www.PuroNTL.com

926_BAY_OAKS_CHANGE

Equipment

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit. 3 units for 4 days. 1 for each adjoining set of bathrooms and 1 for the ada bathroom	12.00 DA		0.00	141.00	0.00	338.40	2,030.40
2. Ducting - lay-flat - Large	150.00 LF		0.00	0.50	4.88	15.98	95.86
3. Hazardous Waste/Mold Cleaning Technician - per hour 1 hour per scrubber to set up and take down lay flat	3.00 HR		0.00	80.78	0.00	48.46	290.80
4. Add for HEPA filter (for negative air exhaust fan)	3.00 EA		0.00	209.89	37.43	133.42	800.52
5. Add for HEPA filter (for canister/backpack vacuums)	4.00 EA		0.00	83.16	16.95	69.92	419.51
6. Equipment setup, take down, and monitoring (hourly charge) Equipment set up only	1.50 HR		0.00	71.31	0.00	21.40	128.37
7. Equipment setup, take down, and monitoring (hourly charge) Equipment take down only	1.50 HR		0.00	71.31	0.00	21.40	128.37
8. Equipment decontamination charge - per piece of equipment	3.00 EA		0.00	46.08	1.11	27.86	167.21
Totals: Equipment					60.37	676.84	4,061.04

Main Level



Womens Bathroom Front

Height: 8'

366.67 SF Walls	114.01 SF Ceiling
480.68 SF Walls & Ceiling	114.01 SF Floor
12.67 SY Flooring	45.83 LF Floor Perimeter
45.83 LF Ceil. Perimeter	



Puroclean of Naples

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www.PuroNTL.com

CONTINUED - Womens Bathroom Front

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Remediation							
9. Tear out non-salv. tile & bag - Category 3 water	112.67 SF		5.63	0.00	1.83	127.22	763.38
10. Tear out wet drywall, cleanup, bag - Cat 3	112.67 SF		2.02	0.00	1.54	45.82	274.95
11. Add-on cost for tearing out glued-on drywall	112.67 SF		0.64	0.00	0.00	14.42	86.53
12. Tear out trim and bag for disposal - up to Cat 3	45.83 LF		1.22	0.00	0.69	11.32	67.92
Vinyl base							
13. Detach & Reset Mirror - 1/4" plate glass	7.50 SF	8.18	0.00	0.00	0.00	12.28	73.63
14. R&R Outlet or switch cover	2.00 EA		1.01	3.81	0.12	1.94	11.70
15. Toilet - Detach & reset	1.50 EA		0.00	304.58	0.83	91.54	549.24
Detach only 3 * .5							
16. Sink - wall mounted - Detach & reset	1.00 EA		0.00	306.52	0.08	61.32	367.92
Detach only 2 * .5							
17. Remove Foam pipe insulation - 1" wall for 1" to 1 1/2" pipe	25.00 LF		1.11	0.00	0.00	5.56	33.31
18. HEPA Vacuuming exposed framing - Walls - (PER SF)	112.67 SF		0.00	0.98	0.00	22.08	132.50
First hepa							
19. Clean stud wall - Heavy	112.67 SF		0.00	1.43	0.22	32.26	193.60
20. HEPA Vacuuming exposed framing - Walls - (PER SF)	112.67 SF		0.00	0.98	0.00	22.08	132.50
Second hepa							
21. Clean floor or roof joist system - Heavy	114.01 SF		0.00	1.78	0.22	40.62	243.78
22. Clean more than the walls	368.01 SF		0.00	0.48	0.24	35.36	212.24
23. HEPA Vacuuming - Detailed - (PER SF)	368.01 SF		0.00	1.03	0.00	75.82	454.87
Unaffected walls and floor.							



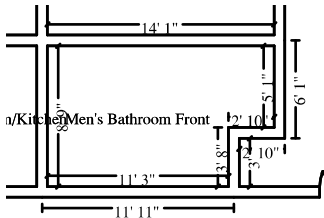
Puroclean of Naples

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Suite 178
Naples, FL 34102
(239) 687-3005
CGC1534410

Corporate Office:
2717 Industrial Row Dr.
Troy, MI 48084
TOLL FREE (888) 253-2683
www.PuroNTL.com

CONTINUED - Womens Bathroom Front

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
24. Apply plant-based anti-microbial agent to more than the floor	594.69 SF		0.00	0.38	1.93	45.58	273.49
Containment							
25. Containment Barrier/Airlock/Decon. Chamber Clean joists first and then contain prior to demo of tile	114.01 SF		0.00	1.24	1.19	28.52	171.08
26. Containment Barrier - tension post - per day 6 posts for 4 days	24.00 DA		0.00	3.35	0.00	16.08	96.48
PPE							
27. Add for personal protective equipment (hazardous cleanup) 2 techs 4 changes a day for 2 days	8.00 EA		0.00	12.25	6.37	20.88	125.25
28. Respirator cartridge - HEPA only (per pair) 2 per day 1 each per tech	4.00 EA		0.00	15.59	4.05	13.30	79.71
Totals: Womens Bathroom Front					19.31	724.00	4,344.08



Men's Bathroom Front

Height: 8'

365.33 SF Walls	112.84 SF Ceiling
478.17 SF Walls & Ceiling	112.84 SF Floor
12.54 SY Flooring	45.67 LF Floor Perimeter
45.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Remediation							
29. Tear out non-salv. tile & bag - Category 3 water	194.00 SF		5.63	0.00	3.15	219.08	1,314.45
30. Tear out wet drywall, cleanup, bag - Cat 3	194.00 SF		2.02	0.00	2.65	78.92	473.45

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CONTINUED - Men's Bathroom Front

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
31. Add-on cost for tearing out glued-on drywall	194.00 SF		0.64	0.00	0.00	24.84	149.00
32. Tear out trim and bag for disposal - up to Cat 3 Vinyl base	45.67 LF		1.22	0.00	0.68	11.28	67.68
33. Detach & Reset Mirror - 1/4" plate glass	7.50 SF	8.18	0.00	0.00	0.00	12.28	73.63
34. R&R Outlet or switch cover	2.00 EA		1.01	3.81	0.12	1.94	11.70
35. Remove Toilet partition (plastic laminate or baked enamel steel) Urinal partition	1.00 EA		221.22	0.00	0.00	44.24	265.46
36. Toilet - Detach & reset Detach only 2 * .5	1.00 EA		0.00	304.58	0.56	61.04	366.18
37. Urinal - Detach & reset Detach only 2 * .5	1.00 EA		0.00	439.69	0.00	87.94	527.63
38. Sink - wall mounted - Detach & reset Detach only 2 * .5	1.00 EA		0.00	306.52	0.08	61.32	367.92
39. Remove Foam pipe insulation - 1" wall for 1" to 1 1/2" pipe	25.00 LF		1.11	0.00	0.00	5.56	33.31
40. HEPA Vacuuming exposed framing - Walls - (PER SF) First hepa	194.00 SF		0.00	0.98	0.00	38.02	228.14
41. Clean stud wall - Heavy	194.00 SF		0.00	1.43	0.38	55.56	333.36
42. HEPA Vacuuming exposed framing - Walls - (PER SF) Second hepa	194.00 SF		0.00	0.98	0.00	38.02	228.14
43. Clean floor or roof joist system - Heavy	112.84 SF		0.00	1.78	0.22	40.22	241.30
44. Clean part of the walls	284.17 SF		0.00	0.48	0.18	27.32	163.90
45. HEPA Vacuuming - Detailed - (PER SF) Unaffected walls and floor.	284.17 SF		0.00	1.03	0.00	58.54	351.24



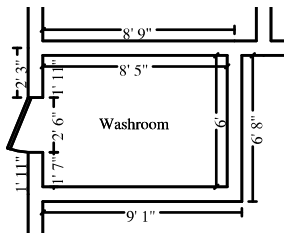
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CONTINUED - Men's Bathroom Front

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
46. Apply plant-based anti-microbial agent to more than the floor	591.01 SF		0.00	0.38	1.92	45.30	271.80
Containment							
47. Containment Barrier/Airlock/Decon. Chamber Clean joists first and then contain prior to demo of tile	112.84 SF		0.00	1.24	1.17	28.22	169.31
48. Containment Barrier - tension post - per day 6 posts for 4 days	24.00 DA		0.00	3.35	0.00	16.08	96.48
PPE							
49. Add for personal protective equipment (hazardous cleanup) 2 techs 4 changes a day for 2 days	8.00 EA		0.00	12.25	6.37	20.88	125.25
50. Respirator cartridge - HEPA only (per pair) 2 per day 1 each per tech	4.00 EA		0.00	15.59	4.05	13.30	79.71
Totals: Men's Bathroom Front					21.53	989.90	5,939.04



Washroom

Height: 8'

214.00 SF Walls	50.50 SF Ceiling
264.50 SF Walls & Ceiling	50.50 SF Floor
5.61 SY Flooring	26.33 LF Floor Perimeter
28.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Remediation							
51. Tear out non-salvageable tile floor & bag - Cat 3 water	50.50 SF		6.98	0.00	0.82	70.66	423.97



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CONTINUED - Washroom

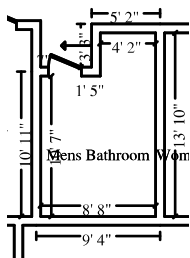
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor							
52. Add on to tear out mortar bed for tile	50.50 SF		2.30	0.00	0.00	23.24	139.39
53. Add-on for tearing out trim/base from tile/grout	26.33 LF		0.85	0.00	0.00	4.48	26.86
54. Tear out non-salv. tile & bag - Category 3 water	67.33 SF		5.63	0.00	1.09	76.04	456.20
Wall							
55. Tear out wet drywall, cleanup, bag - Cat 3	67.33 SF		2.02	0.00	0.92	27.38	164.31
56. Add-on cost for tearing out glued-on drywall	67.33 SF		0.64	0.00	0.00	8.62	51.71
57. Tear out and bag wet insulation - Category 3 water	67.33 SF		1.35	0.00	0.35	18.26	109.51
58. Detach & Reset Mirror - 1/4" plate glass	3.75 SF	8.18	0.00	0.00	0.00	6.14	36.82
59. R&R Outlet or switch cover	2.00 EA		1.01	3.81	0.12	1.94	11.70
60. Toilet - Detach & reset	0.50 EA		0.00	304.58	0.28	30.52	183.09
Detach only 3 * .5							
61. Sink - wall mounted - Detach & reset	0.50 EA		0.00	306.52	0.04	30.66	183.96
Detach only 2 * .5							
62. Remove Foam pipe insulation - 1" wall for 1" to 1 1/2" pipe	25.00 LF		1.11	0.00	0.00	5.56	33.31
63. HEPA Vacuuming exposed framing - Walls - (PER SF)	67.33 SF		0.00	0.98	0.00	13.20	79.18
First hepa							
64. Clean stud wall - Heavy	67.33 SF		0.00	1.43	0.13	19.28	115.69
65. HEPA Vacuuming exposed framing - Walls - (PER SF)	67.33 SF		0.00	0.98	0.00	13.20	79.18
Second hepa							
66. Clean floor or roof joist system - Heavy	50.50 SF		0.00	1.78	0.10	18.00	107.99
67. Clean part of the walls	197.17 SF		0.00	0.48	0.13	18.94	113.71
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CONTINUED - Washroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
68. HEPA Vacuuming - Detailed - (PER SF) Unaffected walls and floor.	197.17 SF		0.00	1.03	0.00	40.62	243.71
69. Apply plant-based anti-microbial agent to more than the floor	315.00 SF		0.00	0.38	1.02	24.14	144.86
Containment							
70. Containment Barrier/Airlock/Decon. Chamber Clean joists first and then contain prior to demo of tile	50.50 SF		0.00	1.24	0.53	12.62	75.77
71. Containment Barrier - tension post - per day 6 posts for 4 days	12.00 DA		0.00	3.35	0.00	8.04	48.24
PPE							
72. Add for personal protective equipment (hazardous cleanup) 2 techs 4 changes a day for 1 days	8.00 EA		0.00	12.25	6.37	20.88	125.25
73. Respirator cartridge - HEPA only (per pair) 2 per day 1 each per tech	2.00 EA		0.00	15.59	2.03	6.64	39.85
Totals: Washroom					13.93	499.06	2,994.26



Mens Bathroom

Height: 8'

343.33 SF Walls	105.26 SF Ceiling
448.60 SF Walls & Ceiling	105.26 SF Floor
11.70 SY Flooring	42.50 LF Floor Perimeter
45.00 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into EAST_ENTRANC					
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL



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CONTINUED - Mens Bathroom

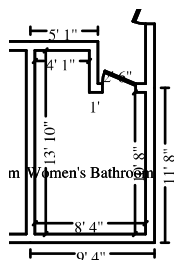
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Remediation							
74. Tear out non-salv. tile & bag - Category 3 water	177.33 SF		5.63	0.00	2.88	200.26	1,201.51
75. Tear out wet drywall, cleanup, bag - Cat 3	177.33 SF		2.02	0.00	2.42	72.12	432.75
76. Add-on cost for tearing out glued-on drywall	177.33 SF		0.64	0.00	0.00	22.70	136.19
77. Tear out trim and bag for disposal - up to Cat 3	42.50 LF		1.22	0.00	0.64	10.50	62.99
Vinyl base							
78. Detach & Reset Mirror - 1/4" plate glass	7.50 SF	8.18	0.00	0.00	0.00	12.28	73.63
79. R&R Outlet or switch cover	2.00 EA		1.01	3.81	0.12	1.94	11.70
80. Remove Toilet partition (plastic laminate or baked enamel steel)	1.00 EA		221.22	0.00	0.00	44.24	265.46
Urinal partition							
81. Toilet - Detach & reset	1.00 EA		0.00	304.58	0.56	61.04	366.18
Detach only 2 * .5							
82. Urinal - Detach & reset	1.00 EA		0.00	439.69	0.00	87.94	527.63
Detach only 2 * .5							
83. Sink - wall mounted - Detach & reset	1.00 EA		0.00	306.52	0.08	61.32	367.92
Detach only 2 * .5							
84. Remove Foam pipe insulation - 1" wall for 1" to 1 1/2" pipe	25.00 LF		1.11	0.00	0.00	5.56	33.31
85. HEPA Vacuuming exposed framing - Walls - (PER SF)	177.33 SF		0.00	0.98	0.00	34.76	208.54
First hepa							
86. Clean stud wall - Heavy	177.33 SF		0.00	1.43	0.35	50.80	304.73
87. HEPA Vacuuming exposed framing - Walls - (PER SF)	177.33 SF		0.00	0.98	0.00	34.76	208.54
Second hepa							

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CONTINUED - Mens Bathroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
88. Clean floor or roof joist system - Heavy	105.26 SF		0.00	1.78	0.21	37.52	225.09
89. Clean part of the walls	271.27 SF		0.00	0.48	0.18	26.08	156.47
90. HEPA Vacuuming - Detailed - (PER SF)	271.27 SF		0.00	1.03	0.00	55.88	335.29
Unaffected walls and floor.							
91. Apply plant-based anti-microbial agent to more than the floor	553.86 SF		0.00	0.38	1.80	42.46	254.73
Containment							
92. Containment Barrier/Airlock/Decon. Chamber	105.26 SF		0.00	1.24	1.09	26.32	157.93
Clean joists first and then contain prior to demo of tile							
93. Containment Barrier - tension post - per day	24.00 DA		0.00	3.35	0.00	16.08	96.48
6 posts for 4 days							
PPE							
94. Add for personal protective equipment (hazardous cleanup)	8.00 EA		0.00	12.25	6.37	20.88	125.25
2 techs 4 changes a day for 2 days							
95. Respirator cartridge - HEPA only (per pair)	4.00 EA		0.00	15.59	4.05	13.30	79.71
2 per day 1 each per tech							
Totals: Mens Bathroom					20.75	938.74	5,632.03



Women's Bathroom

Height: 8'

354.67 SF Walls	101.82 SF Ceiling
456.49 SF Walls & Ceiling	101.82 SF Floor
11.31 SY Flooring	44.33 LF Floor Perimeter
44.33 LF Ceil. Perimeter	



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CONTINUED - Women's Bathroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Remediation							
96. Tear out non-salv. tile & bag - Category 3 water	110.67 SF		5.63	0.00	1.80	124.98	749.85
97. Tear out wet drywall, cleanup, bag - Cat 3	110.67 SF		2.02	0.00	1.51	45.02	270.08
98. Add-on cost for tearing out glued-on drywall	110.67 SF		0.64	0.00	0.00	14.16	84.99
99. Tear out trim and bag for disposal - up to Cat 3	44.33 LF		1.22	0.00	0.66	10.96	65.70
Vinyl base							
100. Detach & Reset Mirror - 1/4" plate glass	7.50 SF	8.18	0.00	0.00	0.00	12.28	73.63
101. R&R Outlet or switch cover	2.00 EA		1.01	3.81	0.12	1.94	11.70
102. Toilet - Detach & reset	1.50 EA		0.00	304.58	0.83	91.54	549.24
Detach only 3 * .5							
103. Sink - wall mounted - Detach & reset	1.00 EA		0.00	306.52	0.08	61.32	367.92
Detach only 2 * .5							
104. Remove Foam pipe insulation - 1" wall for 1" to 1 1/2" pipe	25.00 LF		1.11	0.00	0.00	5.56	33.31
105. HEPA Vacuuming exposed framing - Walls - (PER SF)	110.67 SF		0.00	0.98	0.00	21.70	130.16
First hepa							
106. Clean stud wall - Heavy	110.67 SF		0.00	1.43	0.22	31.70	190.18
107. HEPA Vacuuming exposed framing - Walls - (PER SF)	110.67 SF		0.00	0.98	0.00	21.70	130.16
Second hepa							
108. Clean floor or roof joist system - Heavy	101.82 SF		0.00	1.78	0.20	36.28	217.72
109. Clean part of the walls	345.82 SF		0.00	0.48	0.22	33.24	199.45
110. HEPA Vacuuming - Detailed - (PER SF)	287.04 SF		0.00	1.03	0.00	59.14	354.79
Unaffected walls and floor.							



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CONTINUED - Women's Bathroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
111. Apply plant-based anti-microbial agent to more than the floor	558.31 SF		0.00	0.38	1.81	42.80	256.77
Containment							
112. Containment Barrier/Airlock/Decon. Chamber Clean joists first and then contain prior to demo of tile	101.82 SF		0.00	1.24	1.06	25.48	152.80
113. Containment Barrier - tension post - per day 6 posts for 4 days	24.00 DA		0.00	3.35	0.00	16.08	96.48
PPE							
114. Add for personal protective equipment (hazardous cleanup) 2 techs 4 changes a day for 2 days	8.00 EA		0.00	12.25	6.37	20.88	125.25
115. Respirator cartridge - HEPA only (per pair) 2 per day 1 each per tech	4.00 EA		0.00	15.59	4.05	13.30	79.71
Totals: Women's Bathroom					18.93	690.06	4,139.89

General Conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
116. Commercial Supervision / Project Management - per hour Certified HMR supervisor	15.70 HR		0.00	83.19	0.00	261.22	1,567.30
117. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA		534.00	0.00	0.00	106.80	640.80
Totals: General Conditions					0.00	368.02	2,208.10
Total: Main Level					94.45	4,209.78	25,257.40
Line Item Totals: 926_BAY_OAKS_CHANGE					154.82	4,886.62	29,318.44

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Additional Charges	Charge
Logistic Fees	2,931.84
Additional Charges Total	\$2,931.84

Grand Total Areas:

20,253.78	SF Walls	16,978.29	SF Ceiling	37,232.07	SF Walls and Ceiling
16,855.16	SF Floor	1,872.80	SY Flooring	1,506.22	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	1,601.23	LF Ceil. Perimeter
16,855.16	Floor Area	17,584.06	Total Area	20,253.78	Interior Wall Area
9,017.43	Exterior Wall Area	568.33	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

Coverage	Item Total	%	ACV Total	%
Dwelling	0.00	0.00%	0.00	0.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	0.00	0.00%	0.00	0.00%
Building	29,318.44	100.00%	32,836.64	100.00%
Total	29,318.44	100.00%	32,836.64	100.00%



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Summary for Building

Line Item Total	24,277.00
Logistic Fees	2,931.84
Logistic Fees include but are not limited to the following items; Travel, Lodging, Food, Fuel, Shipping, Increased Admin. Support, Reduction of Production due to local environment of availability, Etc.	
Material Sales Tax	154.82
Subtotal	27,363.66
Overhead	2,736.49
Profit	2,736.49
Replacement Cost Value	\$32,836.64
Net Claim	\$32,836.64



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (6.5%)	Laundering Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (6.5%)
Line Items	2,443.31	2,443.31	154.82	0.00	0.00	0.00
Additional Charges	293.18	293.18	0.00	0.00	0.00	0.00
Total	2,736.49	2,736.49	154.82	0.00	0.00	0.00



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Recap by Room

Estimate: 926_BAY_OAKS_CHANGE

Equipment			3,323.83	13.69%
Coverage: Building	100.00% =		3,323.83	
Area: Main Level				
Womens Bathroom Front			3,600.77	14.83%
Coverage: Building	100.00% =		3,600.77	
Men's Bathroom Front			4,927.61	20.30%
Coverage: Building	100.00% =		4,927.61	
Washroom			2,481.27	10.22%
Coverage: Building	100.00% =		2,481.27	
Mens Bathroom			4,672.54	19.25%
Coverage: Building	100.00% =		4,672.54	
Women's Bathroom			3,430.90	14.13%
Coverage: Building	100.00% =		3,430.90	
General Conditions			1,840.08	7.58%
Coverage: Building	100.00% =		1,840.08	
Area Subtotal: Main Level			20,953.17	86.31%
Coverage: Building	100.00% =		20,953.17	
Subtotal of Areas			24,277.00	100.00%
Coverage: Building	100.00% =		24,277.00	
Total			24,277.00	100.00%



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Recap by Category

O&P Items			Total	%
CLEANING			2,512.83	7.65%
Coverage: Building	@	100.00% =	2,512.83	
GENERAL DEMOLITION			7,412.75	22.57%
Coverage: Building	@	100.00% =	7,412.75	
ELECTRICAL			38.10	0.12%
Coverage: Building	@	100.00% =	38.10	
HAZARDOUS MATERIAL REMEDIATION			8,508.31	25.91%
Coverage: Building	@	100.00% =	8,508.31	
LABOR ONLY			1,306.08	3.98%
Coverage: Building	@	100.00% =	1,306.08	
MIRRORS & SHOWER DOORS			276.08	0.84%
Coverage: Building	@	100.00% =	276.08	
PLUMBING			3,933.91	11.98%
Coverage: Building	@	100.00% =	3,933.91	
WATER EXTRACTION & REMEDIATION			288.94	0.88%
Coverage: Building	@	100.00% =	288.94	
O&P Items Subtotal			24,277.00	73.93%
Permits and Fees			2,931.84	8.93%
Coverage: Building	@	100.00% =	2,931.84	
Material Sales Tax			154.82	0.47%
Coverage: Building	@	100.00% =	154.82	
Overhead			2,736.49	8.33%
Coverage: Building	@	100.00% =	2,736.49	
Profit			2,736.49	8.33%
Coverage: Building	@	100.00% =	2,736.49	
Total			32,836.64	100.00%

WORK PROCESS

1) In accordance with federal law, if your home was built before 1978, we may have to perform a lead and asbestos test on certain



Puroclean of Naples

Naples Office:
1400 Gulf Shore Blvd North
Suite 178
Naples, FL 34102
(239) 687-3005
CGC1534410

Corporate Office:
2717 Industrial Row Dr.
Troy, MI 48084
TOLL FREE (888) 253-2683
www.PuroNTL.com

items on your property.

2) In the demolition process, any damaged materials or items removed will become the property of PuroClean, unless other arrangements are made prior to contract signing.

3) The repair process can be a dusty & dirty job and even with all precautions taken some dust will accumulate at times. Please take caution to protect your possessions and work with us.

4) You are responsible for your possessions and valuables. We will have workman visiting your home. You must secure and protect all valuables, pets, firearms, decorations, antiques and furnishings, Jewelry etc.

5) Due to trade scheduling, material deliveries, and changing weather, there will be times when no workman are on your construction site. This is a normal part of the process and should be no cause for alarm. We will make every attempt to keep you informed of all construction schedules.

6) Restoration work sometimes requires chemicals, biocides, or procedures to help control smoke odor, mold, etc. That gives off a foul smell or possibly dangerous off-gases. Paint or finishes may also give off strong or pungent odors. With good ventilation, these will dissipate quickly. Exposure should be kept to a minimum, or avoided, and people with health issues should refrain from any exposure. Remember, your property is now a construction site and should be treated as such. If you have any concerns, contact your representative before entering the property.

7) State, city, or county building codes, at times, require additional work or changes for the safety of the occupant or the public. This cost of code upgrades are not included in the estimate, may not be covered by your insurance policy and may be your responsibility. Consult your insurance policy or claims representatives for clarification. We may not know of these items until inspections; however, we will notify all parties of any upgrades needed prior to work commencing.



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Additionally, codes or individual inspectors may require relocation of outlets, switches, duct work, doors, windows, plumbing, or other work contrary to what is shown in the scope of work.

8) Pre-existing damages or conditions to the property not related to this loss are not included in this scope of work and/or contract. Examples include; scratched or dented doors, dented wood, chipped paint, torn or worn flooring, aged siding or shingles, existing leaks or cracks, out of plumb or square conditions.

9) There must be a clear and unobstructed pathway to the site. The customer is responsible for removing any obstructions. This includes, but not limited to, obstruction caused by weather, such as ice and snow. PuroClean is not responsible for any damage to trees, lawns, landscaping, or concrete.

10) All estimates are all-inclusive. No one line item can be removed or changed without the possibility of a cost increase in other areas. The line item detail may not explain the exact service. Regardless, the estimate is for the net total dollar amount. Price changes to the net amount, or line item, can only be given with a written price change order by an Estimator or PuroClean with verification from the Estimator.

11) These specifications are based on the conditions existing at the time of the initial site visit and investigation. The extent of the damage, or contamination, may or may not be fully known. Therefore, these specifications may change as new information is obtained, either before or during project. Other damage may exist within the structure. This damage should be addressed as it is found, if needed repairs may be performed at an additional cost. Workmanship will be conducted in a manner consistent with the degree of care and technical skill exercised by professionals currently practicing in this field with similar budgets and time constraints. Recommendations contained in this estimate represent our professional judgment at the time of the project.



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12) Overhead and Profit (O&P):

We are a true general contractor and we have been tasked with performing all tasks in this project, associated with several trades.

This project requires the use of subcontractors for all of its tasks listed. We coordinate all of these subcontractors and their tasks, over the course of many weeks (planning and assessing included). It requires several trips made by many personnel. We finance the costs of this project, order materials (including special order), pick up materials, deliver materials, etc. This project involves many trades and requires extensive coordination.

The level of complexity and/or coordination required of a general contractor to carry out this project definitely met and exceeded any threshold necessary to obtain Overhead and Profit (O&P). It has been assessed to this estimate accordingly.

13) Prior to work starting you will be presented the final contract reflect the total cost of the project. Not including any change orders, supplementals, etc.

With your acceptance of this we will subunit this to your insurance carrier.

Sincerely,
The PuroClean Team

Customer:

Approved owner signature : _____ Date: _____

Approved owner signature : _____ Date: _____

Thank you for choosing PuroClean





October 18, 2023

REQUEST for CHANGE ORDER

October 19, 2023

Revised

C.E. Gleeson Constructors, Inc.
984 Livernois Rd.
Troy, Mi. 48083
P:248-647-5500

Attention: Michael Tierney

Reference: Ft. Myers Community Center

Furnish & Install Hat-channel framing, Moisture Resistant Drywall and Finish ready for paint at the below locations.

1. Men's Room 1 - 194 SF
2. Womens Room 1 - 112 SF
3. ADA Gym Bath 68 SF
4. Men's Room 2 - 184 SF
5. Womens Room 2 - 112 SF

Total - Request for Change Order - Add This Sheet	\$2,550.00
--	-------------------

Sincerely,

Justin LaFee

Direct any Questions to Justin LaFee (jlafée@patriot-team.com)

PROPOSAL

License #CGC1524644

Tom McGill

239-464-6001



10/12/2023

SUBMITTED TO:

Gleeson Constructors, Inc

984 Livermois Rd

Troy, MI 48083

Attn: Mr. Kirt Lang

PROJECT:

Emergency Restoration Ft Myers Beach

2731 Oak Street

Ft Myers Beach, FL

Scope of Work: Men's room #1 & #2, Womens room #1 & #2, ADA Gym bath

1) Apply one (1) coat of Pro Mar 200 latex Primer

2) Apply two (2) coats of Pro Mar 200 Latex Eggshell enamel.

TOTAL PROPERTY INVESTMENT: \$973.00

*No repairs other than items expressly outlined above will be performed

Terms 20% Down, Balance on Completion

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above or a 1 - 1.5% penalty will be added for each month past due.

Authorized Signature: Tom McGill

Date:

Signature: _____

Date:

Extreme Painting & Contracting, Inc., 2280 Bruner Ln, Fort Myers, FL 33912

1. **Requested Motion:**

Meeting Date: November 20, 2023

Second Reading and Public Hearing on Proposed Ordinance 23-16 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING TOWN OF FORT MYERS BEACH ADOPTED FUTURE LAND USE MAP DATED JANUARY 1, 1999, FOR A PORTION OF THE PROPERTY LOCATED AT 21471 WIDGEON TERRACE AND PART OF THE ADJACENT COMMON ELEMENT PROPERTY OF FLAMINGO HARBOR CONDOMINIUM, FORT MYERS BEACH; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. Open the second public hearing and adopt ordinance

Why the action is necessary:

Two hearings are needed for ordinance approval. The Town Council decides Small Scale Map Amendment requests.

What the action accomplishes:

If approved, the small scale map amendment will allow the applicant to add a pool in the rear yard of the existing single-family residence.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

5. **Background:**

The applicant for 21471 Widgeon Terrace and Flamingo Harbor Condo Association, is requesting a small-scale Future Land Use Map Amendment for a part of the subject property from Wetland to Mixed Residential to allow a new pool for the existing single-family residence.

In 2001, a similar case was approved in the same neighborhood, for the property located at 21491 Widgeon Terrace (Resolution number: 01-06a, ADD2000-00152) where the Applicant was requesting an administrative interpretation to relocate the boundary for Wetland Future Land Use designation to the existing riprap line and designate mixed residential future land use to the remainder of the land.

The Applicant originally applied for an Administrative Interpretation to relocate the wetland line on the subject property. The Applicant did not meet the time requirement to rectify the factual error in the wetland boundary and FLUM amendments cannot be approved administratively. Therefore, the Applicant was required to apply for a small-scale map amendment.

Attachments:

1. Ordinance 23-16, Small Scale Map Amendment
2. Staff Report CPA 20220084- Widgeon terrace
3. Exhibit A - Application package
4. Exhibit B - TC postcard 21471 Widgeon Terr

Financial Impact:

Unknown

6. **Alternative Action**

Approve with conditions/ or deny small scale map amendment.

7. **Management Recommendations:**

Approve/ approve with conditions/ deny CPA-20220084, Small Scale Map Amendment for part of 21471 Widgeon Terrace and adjacent common element of Flamingo Harbor Condominium.

8. **Recommended Approval:**

Sarah Propst, Planning & Zoning
Frankie Kropacek, Operations & Compliance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 11/13/2023
Approved - 11/13/2023
Approved - 11/13/2023
Approved - 11/13/2023
Final Approval - 11/13/2023

ORDINANCE 23-16

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING TOWN OF FORT MYERS BEACH ADOPTED FUTURE LAND USE MAP DATED JANUARY 1, 1999, FOR A PORTION OF THE PROPERTY LOCATED AT 21471 WIDGEON TERRACE AND PART OF THE ADJACENT COMMON ELEMENT PROPERTY OF FLAMINGO HARBOR CONDOMINIUM, FORT MYERS BEACH; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Beverly Grady ("Applicant"), on behalf of owners, John A. Didier and Lisa A. Didier, of the property generally located at 21471 Widgeon Terrace and Flamingo Harbor Condo Association, owners for part of the adjacent common element property of Flamingo Harbor Condominium identified by STRAP number 34-46-24-W1-0220E.0000 ("Property"), filed an application for a small scale future land use map amendment from Wetlands to Mixed Residential future land use to support a new pool for the existing single-family residence; and

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

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on October 10, 2023, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted unanimously to recommend approval to the small scale map amendment request, and

WHEREAS, on November 6, 2023, the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Section 34-85 of the Fort Myers Beach Land Development Code ("LDC"); and

WHEREAS, the Town Council set a second reading of the proposed Ordinance and a public hearing on this matter to be legally advertised and held before the Town Council on November 20, 2023; at which time the Town Council gave full and complete consideration to the request of the

Applicant, the recommendation of the LPA, the recommendation of staff, including the consideration and findings in the staff report, the documents in the record, and the testimony of all interested persons, as required by Section 34-92 of the LDC and Policy 4-C-10 of the 1999 Comprehensive Plan (1999); and

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

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

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

Section 2. The Town Council determines the Applicant **did/did not** meet its burden of proof that the requested small scale map amendment request **does/does not** meet the requirements of the Town Comprehensive Plan and LDC and approving the request for a small-scale Future Land Use Map Amendment from Wetland to Mixed Residential to support a new pool for the existing single-family residence **is/is not** in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties, the Town Council **APPROVES/DENIES** the requested small scale future land use map amendment of the Property.

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

Section 4. Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the Town Manager without further process.

Section 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. The proposed action does not result in a more restrictive or burdensome amendment to the Town's Comprehensive Plan or Land Development Code.

Section 7. **Disclaimer:** Issuance of a development permit by the Town does not create any right to obtain a permit from a State or Federal agency and does not create any liability on the part of the Town for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a State or Federal agency or undertakes actions that result in a violation of State or Federal law. **Permit Condition:** All other State or Federal permits must be obtained before commencement of the project.

Section 8. The effective date of this plan amendment shall be the earliest date permitted under Section 163. 3187, Florida Statutes.

THE FOREGOING ORDINANCE was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put to a vote, the result was as follows:

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

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

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Gretchen R. H. Vose., Town Attorney

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

Exhibits

Exhibit A Existing Future Land Use Map

Exhibit B Proposed Future Land Use Map



Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: Small scale map Amendment

CASE NUMBER: CPA-20220084

CASE NAME: Request for a small scale Future Land Use Map Amendment from Wetland to Mixed Residential for part of the property located at 21471 Widgeon Terrace and a portion of the land between 21471 and the Bay.

LPA

HEARING DATE: October 10, 2023, at 9:00 AM

TOWN COUNCIL

HEARING DATE: November 6, 2023, at 9:00 AM (First Reading)

November 20, 2023, at 9:00 AM (Second Reading)

STAFF

RECOMMENDATION: Approve

**PREPARED/
SUBMITTED BY:** Sakshi/ Jason Green AICP, CFM

I. APPLICATION SUMMARY

Applicant/Owner: Beverly Grady, Roetzel and Andress LPA/ John A. and Lisa A. Didier

Request: The applicant is requesting a small-scale Future Land Use Map Amendment for a part of the property located at 21471 Widgeon Terrace and a portion of the land between 21471 and the Bay from Wetland to Mixed Residential to support a new pool for the existing single-family residence.

Physical Address: 21471 Widgeon Terrace and a portion of the land between 21471 and the riprap line along the Bay.

STRAP #: 34-46-24-W1-0220E.0000

FLU: MIXED RESIDENTIAL and WETLANDS

Zoning: RC, Residential Conservation

Adjacent zoning and land uses:

North: MIXED RESIDENTIAL
RC, Residential conservation

South: MIXED RESIDENTIAL
RC, Residential conservation

East: WETLANDS
EC, Environmental Conservation

West: WETLANDS
EC, Environmental Conservation

II. BACKGROUND

Beverly Grady, the applicant for 21471 Widgeon Terrace and Flamingo Harbor Condo Association, is requesting a small-scale Future Land Use Map Amendment for a part of the subject property from Wetland to Mixed Residential to support a new pool for the existing single-family residence.

The subject property is Unit E of the Flamingo Harbor subdivision, recorded in Lee County's official Records Book in 1979. The property currently supports a single-family residence built in 1999. In 2001, a similar case was approved in the same neighborhood, for the property located at 21491 Widgeon Terrace (Resolution number: 01-06a, ADD2000-00152) where the Applicant was requesting an administrative interpretation to relocate the boundary for Wetland Future Land Use designation to the existing riprap line and designate mixed residential future land use to the remainder of the land.

The Applicant originally applied for an Administrative Interpretation for relocating of the wetland line on the subject property. As per Policy 6-D-2 of the Town's Comprehensive Plan, If the Future Land Use Map is incorrect due to a clear factual error, an administrative process is contained in Chapter 15 to establish the precise boundary of any wetland. The Applicant did not meet the time requirement to rectify the factual error in wetland boundary and FLUM amendments cannot be approved administratively. Therefore, the Applicant was required to apply for a small-scale map amendment.

III. ANALYSIS

The subject property currently supports a single-family residence situated in Flamingo Harbor Subdivision. It is a 90 feet wide and 100 feet deep, oddly shaped lot with

approximately 81 feet of street frontage and 104 feet wide waterbody frontage, respectively. The Applicant is proposing to change the Future Land Use designation from Wetland to Mixed Residential for a part of the property located at 21471 Widgeon Terrace and a portion of the land between 21471 and the Bay. This request pertains to a specific site to support a new pool with the existing Single-Family residence. The subject property is also not located within an area of critical state concern. As a result, the proposed land use change is consistent with the criteria and process for adoption of small-scale comprehensive plan amendments set forth in F.S. 163.3187.

COMPREHENSIVE PLAN COMPATIBILITY:

The Applicant is proposing a Future Land Use Amendment for part of the subject property from Wetlands to Mixed Residential. Wetland future land use is a conservation district applied to all remaining wetlands at the time of adoption of the Town's Comprehensive Plan. The maximum density of residential development here is 1 dwelling unit per 20 acres. Unlike the Wetlands Future Land Use designation, the Mixed Residential Future Land Use designation permits mixed housing types with low impact uses like offices and motels. The proposed amendment, if approved, will also make the subject property consistent with the underlying Residential Conservation zoning district and allow the Applicant to add a pool in the rear yard of the existing single-family residence. Mixed Residential future land use allows a density of 6 dwelling units per acre.

As per the existing conditions mapped on site through the environmental study, the wetlands are not present or have shifted further towards the Bay. The proposed development of a new pool is an accessory use to the existing single-family residential and will not place any undue burden upon the Town's existing transportation or other services and facilities.

Staff found that the proposed small scale Future Land Use Map Amendment is consistent with the following goal, objective, and policies of the Town's Comprehensive Plan.

FLUE Policy 4-A-5

The town contains many important natural resources despite its urbanized character. Preservation of those resources is of the highest importance and is a frequent theme throughout this plan.

Staff Finding #1: The subject property is not a critical state concern. The Applicant is proposing a small-scale map amendment for that part of the subject property where the wetlands are not present or have relocated further towards the Bay. The property currently supports a single-family residence and this application, if approved, will allow them to add a pool in their rear yard. To ensure preservation of the Wetlands to the East of the property, any proposed development will be required to maintain appropriate buffers from the existing wetlands during the permit process.

FLUE Policy 4-C-10: Map Amendments

The intensity and density levels allowed by the Future Land Use Map may be increased through formal amendment to this plan if such increases are clearly in the public interest,

not just in the private interest of a petitioning landowner. Petitions from landowners will be accepted annually. The Town Council may accept applications more frequently at its sole discretion.

CE OBJECTIVE 6-D Wetlands –

Preserve all remaining wetlands; protect them from further degradation; and improve their condition and natural functions.

CE POLICY 6-D-2

The Future Land Use Map provides a close approximation of wetland boundaries. Wetland regulations in this plan and in the land development regulations include all wetlands, even in not specifically shown on the Future Land Use Map, that are identified as wetlands in accordance with F.S. 373.019 (17) through the use of the unified state delineation methodology described in FAC Chapter 62-340, as ratified and amended by F.S. 373 4211. If the Future Land Use Map is incorrect due to a clear factual error, an administrative process is contained in Chapter 15 to establish the precise boundary of any wetland.

Staff CE Finding #2: The conditions on the subject property have changed since the adoption of the Town's Comprehensive Plan. The original intent of Wetland future land use designation was to conserve existing wetlands in the Town and since the wetlands are not present or have shifted further towards the Bay, it is in public interest to eliminate factual error and amend the Future Land Use to depict more current circumstances.

The Applicant did not meet the time frame set forth in Chapter 15 to rectify the factual erroring wetland boundary and FLUM amendments cannot be approved administratively. As a result, the Applicant has applied for this small-scale Future Land Use map amendment.

IV. RECOMMENDATION

Staff finds that the request does meet the required findings and conclusions for the approval of a small-scale Amendment by Town and State regulations. In addition, the subject parcel is compatible with adjacent future land uses and meets all applicable policies of the Comprehensive Plan. Therefore, staff recommends **APPROVAL** of CPA20220084 to allow a small-scale Future Land Use Amendment for the property located at 21471 Widgeon Terrace from Wetlands to Mixed Residential to support a new pool for the existing single-family residence.

At the October 10, 2023, LPA Hearing, the LPA unanimously recommended approval for the small-scale Future Land Use Map Amendment request.

Staff Report Exhibits:

A – Complete Application

B – Letter to Adjacent Property Owners



March 17, 2021

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

VIA E-MAIL ONLY (Amy@fmbgov.com) and
FEDERAL EXPRESS

RE: Relocation of Future Land Use Map Wetland Line to correct error

Dear Ms. Baker:

This is an administrative application for approval of Administrative Interpretation for relocation of the Wetland Line as depicted on the Future Land Use Map of the Town of Fort Myers Beach and to replace that designation with Mixed Residential. The Application is to be filed with the Town Clerk pursuant to the Comprehensive Plan. The Comprehensive Plan Chapter 15, Administrative Interpretation, A. 1. and 2. authorizes the Town Attorney to approve a revision in the Wetland Line on the Future Land Use Map.

Enclosed is our application supporting that change in designation to Mixed Residential.

In addition, we have cited a prior case where the Town concurred and approved a parcel two (2) lots from this Subject Property had the Wetland Line demarcation in error and redesignated as Mixed Residential. Flamingo Harbour which is located along Widgeon Terrace is a man-made peninsula and therefore the land requested for redesignation is not and never has been wetlands.

We look forward to hearing from you with regard to this process and relocation of the Wetland Line due to a clear factual error.

Very truly yours,

ROETZEL & ADDRESS, LPA


Beverly Grady

BG/ro

Enclosure:

-Application for Administrative Action (original and 2 copies)

cc: Jason Green (via e-mail only w/enc.)
John R. Herin, Jr., Esquire (via e-mail only w/enc.)



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for ADMINISTRATIVE ACTION

This is a two part application. Please be sure to fill out this form, which requires general information, as well as the Supplemental Form application specific to action requested for the subject property. Please submit *two paper copies* and *one digital/electronic copy* of all required applications, supplemental information, exhibits and documents.

PROJECT NUMBER: _____ DATE: _____

Site Address: 21471 WIDGEON TERRACE, FORT MYERS BEACH, FL

STRAP Number: 34-46-24-W1-0220E.0000

Applicant: ROETZEL & ANDRESS Phone: (239) 338-4207

Contact Name: BEVERLY GRADY Phone: _____

Email: bgrady@ralaw.com Fax: (239) 337-0970

Current Zoning District: RC

Future Land Use Map (FLUM) Category: Wetlands and Mixed Residential

FLUM Density Range: 6 dupa Platted Overlay: ☐ YES ☒ NO

ACTION REQUESTED

SUPPLEMENTAL FORM REQUIRED

- | | |
|---|--------------------------|
| ☐ Amendment to Planned Development | AA-A |
| ☐ Commercial Antenna | AA-B |
| ☐ Consumption on Premises (COP) | AA-C |
| ☐ Forced Relocation of Business | AA-D |
| ☐ Interpretation of Land Development Code | AA-E |
| ☐ Minimum Use Determination | AA-F |
| ☐ Setback Variance | AA-G |
| ☐ Accessory Apartment Determination | AA-H |
| ☒ Other – cite LDC Section: <u>see attached Exhibit 1</u> | attach on separate sheet |

PART I – General Information

A. Applicant*: ROETZEL & ANDRESS (Contact: Beverly Grady) Phone: (239) 338-4207

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

Applicant Mailing Address: 2320 FIRST ST, FORT MYERS, FL 33901

Email: bgrady@ralaw.com

Fax: (239) 337-0970

Contact Name: BEVERLY GRADY

Phone: (239) 338-4207

B. Relationship of Applicant to subject property:

☐ Owner*

☐ Land Trust*

☐ Partnership*

☐ Corporation*

☐ Association*

☐ Condominium*

☐ Subdivision*

☐ Timeshare Condo*

☐ Contract Purchaser*

☒ Authorized Representative* ☐ Other* (please indicate) _____

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

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

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

D. Nature of Request: Request to revise location of wetland line on Unit E and limited common element to

Mixed Residential for land landward of riprap line. Exhibit D depicts location of existing

wetland line. Exhibit E depicts location of riprap. Request designation of all land landward

of riprap to be designated Mixed Residential.

E. Is this request specific to a particular tract of land?

☒ YES*

☐ NO

**If yes, complete PART II of this form*

PART II – Property Information

A. Is the action requested a result of a Code Violation or Notice of Violation?

☐ YES ☒ NO If yes, please provide the date of notice: _____

Specific nature of the Violation: _____

B. Property Owner(s): John A. and Lisa A. Didier Phone: (260) 438-2806 cell

Property Owner Mailing Address: 2010 Timberale Court, Fort Wayne, IN 46845

Email: john.a.didier@gmail.com Fax: n/a

C. Legal Description:

STRAP: 34-46-24-W1-0220E.0000

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County? ☐ No. Attach a legible copy of the legal description.

☒ Yes. Property identified in subdivision: Unit E, Flamingo Harbour Condominium

Book: 7 (condo) Page: 104 Unit: _____ Block: _____ Lot(s): _____

D. Subject Property Dimensions:

Width (please provide an average width if irregular in shape) 90 _____ feet

Depth (please provide an average width if irregular in shape) 100 _____ feet

Frontage on street: 80.65 _____ feet. Frontage on waterbody: over 104 _____ feet

Total land area: appx. 8500 SF plus LCE _____ ☐ acres ☒ square feet
assigned to Unit E

E. Boundary Survey:

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

F. Property Restrictions (check applicable):

☐ There are no deed restrictions and/or covenants on the subject property.

☒ There are deed restrictions and/or covenants on the subject property. Please attach a separate document listing the restrictions and/or covenants and including a narrative statement detailing how the restrictions/covenants may affect the request.

PART III

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, BEVERLY GRADY, ROETZEL & ANDRESS LPA swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

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

I have authorized the staff of the Town of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that

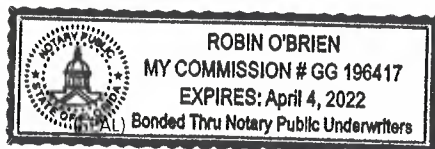
The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Signature of owner or authorized agent

BEVERLY GRADY, ROETZEL & ANDRESS LPA
Printed Name

STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this 17 day of MARCH,
20 21, by BEVERLY GRADY.



Notary Public Signature

ROBIN O'BRIEN
Notary Printed Name

Personally Known X or Produced Identification _____

Type of Identification Produced: _____ My Commission Expires: _____

EXPLANATORY NOTES

General – Page One

The applicant is responsible for the accuracy and completeness of this application. Time delays or additional expenses necessitated by submitting inaccurate or incomplete information will be the responsibility of the applicant.

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

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

Any oversized site plans, drawings, pictures, and similar materials (larger than 11 x 17) should be submitted in both paper and electronic format.

Place a check mark next to the type of action being requested.

1. Applications for an administrative amendment to a Commercial Planned Development (CPD) or Residential Planned Development (RPD) must include this form and Supplemental form AA-A.
2. Applications for administrative approval of Commercial Antenna placement must include this form and Supplemental form AA-B.
3. Applications for administrative approval of alcoholic beverage Consumption on Premises (COP) must include this form and Supplemental form AA-C. (Contact Staff at 239-765-0202 to determine whether your request can be processed administratively or if it requires a Special Exception application).
4. Applications for an administrative approval of a Forced Relocation of a Business must include this form and Supplemental form AA-D.
5. Applications for an Administrative Interpretation of the Land Development Code must include this form and Supplemental form AA-E.
6. Applications for a Minimum Use Determination must include this form and Supplemental form AA-F.
7. Applications for an administrative Setback Variance must include this form and Supplemental form AA-G. (Contact Staff at 239-765-0202 to determine whether your request can be processed administratively or if it requires a public hearing variance application).
8. Applications for an Accessory Apartment Determination must fill out this form and Supplemental form AA-H.
9. Applications for a Vacation of Right-of-Way and/or Easement must include this form and Supplemental form AA-I.
- x 10. Other administrative applications, such as for deviations from LDC Chapter 10 or LDC Chapter 26, may require additional information. Relocation FLUM wetland line to Mixed Residential - Chapter 15, Comprehensive Plan

Part I

- A. Applicant's name: The applicant may be the landowner or an authorized agent.
- B. Relationship of applicant to owner: If the applicant is not the owner of the property state the relationship of the applicant to the owner (option holder, contract purchaser, lessee, trustee, agent, etc.) and submit a notarized authorization from the owner(s) to the applicant.
- C. Authorized Agent's name: If the applicant will have others representing him/her in processing the application, indicate name, address, and phone number.
- D. Nature of request: State, in general terms, the purpose of the request.
- E. Specific property: If the request is specific to a particular tract of land, complete Part II of the form.

Part II

Part II must be completed for all applications in which a particular tract or parcel of land is involved. Applications for administrative interpretations of ordinances that do not affect only a particular parcel do not need to complete this part.

- A. If the request is due to a notice of violation, please indicate the date it was issued, the type of notice (building code, zoning, etc.) and what the violation was.
- B. If the owner is the applicant, write "same as applicant."
- C. If the application includes only one or more undivided platted lots within a subdivision officially recorded in the Plat Books of Lee County, Florida, identify the property by lot number(s), block if applicable, subdivision unit if applicable, subdivision name, and plat book number and page number. If the property is not one or more undivided platted lots or is in an "unrecorded" subdivision, attach a metes and bounds legal description giving accurate bearings and distances for each course. The initial point in the description must be related to an established identifiable real property corner, such as a government corner or a recorded corner. The bearings in the description must be referenced to a well- established and monumented line.
- D. Provide the dimensions of the subject property, including frontage on streets and/or waterways. Also include total land area in square feet or acres.
- E. Submit a Boundary Survey meeting the minimum technical standards for surveying set out in Chapter 61G17-6 of the Florida Administrative Code. Make sure that the surveyor is aware of any specific needs of the survey (location of Coastal Construction Lines, locations of existing structures, locations of easements, locations of wetlands, etc) that are relevant to your request.
- F. If there are any deed restrictions or covenants that might affect the requested action, provide the information.

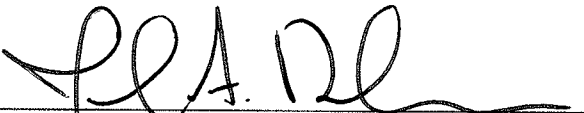
LETTER OF AUTHORIZATION

TO TOWN OF FORT MYERS BEACH COMMUNITY DEVELOPMENT

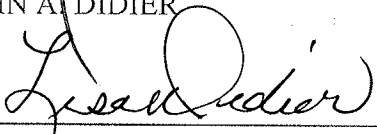
The undersigned do hereby swear or affirm that they are the owners of the property known as Unit E, Flamingo Harbour Condominium, STRAP No. 34-46-24-W1-0220E.0000 located at 21471 Widgeon Terrace, Fort Myers Beach, Florida 33931, and that they have exclusive use of the Limited Common Element adjacent to Unit E.

The undersigned hereby designate the firm of ROETZEL & ANDRESS, LPA, including BEVERLY GRADY, to execute the application to relocate the FLUM wetland line and to see approval for pool / pool deck and to represent them with the Town of Fort Myers Beach regarding the above-referenced property.

Dated this 10 day of Feb, 2021.



JOHN A. DIDIER



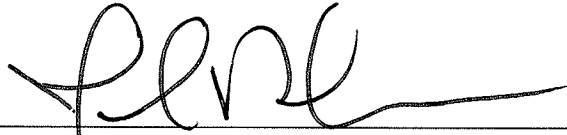
LISA A. DIDIER

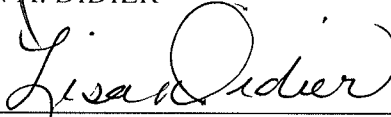
LETTER OF AUTHORIZATION

TO TOWN OF FORT MYERS BEACH COMMUNITY DEVELOPMENT

We, JOHN A. DIDIER and LISA A. DIDIER, swear or affirm that we are the owners of 21471 Widgeon Terrace, Fort Myers Beach, Florida, Unit E of Condominium Plat Book 5, Page 372, STRAP No. 34-46-24-W1-0220E.0000, and have exclusive use of that portion of Limited Common Element adjacent to Unit E (Subject Property) and we hereby authorize ROETZEL & ANDRESS, LPA, including BEVERLY GRADY, to be the Applicant for a revision in the designation of Wetland to Mixed Residential Future Land Use designation and any other land use applications necessary for approval of a pool/pool deck on the Subject Property and authorize the staff of the Town of Fort Myers Beach Community Development to enter upon the Subject Property normal working hours for the purpose of investigating and evaluating the request made through this application, and that the property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Dated this 1st day of March, 2021.



JOHN A. DIDIER


LISA A. DIDIER

EXHIBIT 1 TO
APPLICATION FOR ADMINISTRATIVE ACTION

Page 1 of 7: ACTION REQUESTED

Other - cite LDC Section:

Administrative action request. Request for administrative approval to revise location of Town of Fort Myers Beach Future Land Use Map Wetland line designation on Unit E and limited common element in Flamingo Harbour Condominium Subdivision from its current location to the existing riprap line. The area landward of the riprap line will be designated Mixed Residential Future Land Use Map designation pursuant to Chapter 15, Town of Fort Myers Beach Comprehensive Plan.

NARRATIVE IN SUPPORT OF ADMINISTRATIVE INTERPRETATION TO CHANGE LAND USE DESIGNATION FROM WETLAND TO MIXED USE

This is a request pertaining to Unit E and the Limited Common Element of Flamingo Harbour Condominium Subdivision (Subject Property) to change that portion land landward of the riprap from Wetland Future Land Use Map (FLUM) designation to Mixed-Residential Future Land Use designation pursuant to Chapter 15 of the Comprehensive Plan.

This determination for a change to the FLUM on the landward side of the riprap has already been determined and approved in Case ADD2000-00152. It was recognized that the Flamingo Harbour Condominium Subdivision exists on a peninsula of land that was filled from adjacent dredging to create home sites. The owner of Unit C, Charles F. Lieske, requested a change in the Future Land Use Map designation from Wetland to Mixed Residential due to clear factual error. Mr. Lieski wanted to place a pool in the area that had been incorrectly designated as Wetland. Unit C's address is 21491 Widgeon Terrace. In ADD2000-00152, Community Development recommended approval of changing the designation of the land west of the riprap to Mixed-Residential Future Land Use category, with the portion east (waterward) of the riprap remaining in the Wetlands category. Attached as Exhibit A is the Staff Report dated February 5, 2001 prepared for the LPA hearing on February 13, 2001. Some of the attachments to the Staff Report according to the Town of Fort Myers Beach were not retained with the original file. Also included is a memorandum prepared by Division of Planning, Department of Community Development Deputy Director Rick Joyce to Town of Fort Myers Beach Planner Dan Faulk in support of correcting the designation (which has an incorrect date of January 13, 2017) but was part of ADD2000-00152. Attached as Exhibit B are the minutes of the February 13, 2001 LPA meeting and LPA Resolution 2001-04. Exhibit C is the minutes and Resolution No. 01-06a of Town Council approving the change in the designation from Wetland to Mixed Residential.

The owner of the Subject Property retained Affordable Surveys to locate the Wetland line on the Future Land Use Map of the Town of Fort Myers Beach, which area is designated in a light gray on Exhibit D. Exhibit E is a survey by Affordable Surveys which depicts the mean high water line and location of the 7-foot wide riprap. The request is to designate everything west (landward) of the riprap line (area marked "x" to show approximate location) to Mixed Residential and retain everything east of the riprap line to remain Wetland.

The owner desires to add a pool to the single-family residence and the proposed site plan is attached as Exhibit F. The request to modify Wetlands to Mixed Residential and the site plan depicting the proposed pool has been submitted to the Flamingo Harbour Condominium Association. The condominium plat for Flamingo Harbour is attached as Exhibit G and depicts Unit E and its Limited Common Element, the Subject Property. The proposed pool is partially located in Unit E's Limited Common Element. Enclosed is the pertinent portion of the Declaration of Condominium, Section 4.H. which defines Limited Common Element - to include those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units (emphasis added) (Exhibit H). Only Unit E has the right to use and improve the Limited Common Element for Unit E, which use has been approved by the Condominium Association.

Included as Exhibit I are several pictures of the existing backyard. Also included is an aerial view of the Subject Property and surrounding neighborhood.

Attached as Exhibit K is the Condominium Association authorization and approval of relocation of FLUM designation and approval of the pool and pool deck and related permits.

The current house was constructed in 1999 and the Didiers purchased the Subject Property in March 2020. In the same manner as Unit C, two lots to the south, Subject Property is a man-made filled area which is not now and has not been wetlands. The area requesting the change to Mixed Residential is a typical backyard as the wetlands designation is an error. The official zoning map zones the entire Subject Property as RC and does not designate any portion of the Subject Property in the zoning category of EC.

The Administrative Interpretation procedures as set forth in Section B, Procedures for Administrative Interpretation, authorize the LPA attorney to review the application and issue a written administrative interpretation to change the Wetland designation to Mixed Residential, or may refer the request to the Local Planning Agency. We believe the Town's decision and history established in ADD2000-00152 for Unit C provides an established basis for an administrative approval of the request to designate the land landward of the riprap line as Mixed Residential.

We request that an interpretation be approved that the land west of the riprap as depicted in Exhibits E and F be designated Mixed Residential.

Attachments:

- Exhibit A: 02/05/2001 ADD2000-00152 staff report
- Exhibit B: 02/13/2001 ADD2000-00152 LPA meeting minutes and resolution
- Exhibit C: Council Minutes and Resolution approving ADD2000-00152
- Exhibit D: Survey w/proposed location of existing Wetland line
- Exhibit E: Survey depicting area to be designated Mixed Residential on FLUM (see "xxx")
(west of riprap location)
- Exhibit F: Proposed site plan with improvements
- Exhibit G: Condominium plat for Flamingo Harbour
- Exhibit H: Portion of Flamingo Harbour Declaration of Condominium regarding LCE
- Exhibit I: Pictures of existing backyard
- Exhibit J: Aerial
- Exhibit K: Condominium Association authorization and approval



FT. MYERS BEACH, FLORIDA
DEVELOPMENT SERVICES DIVISION
STAFF REPORT

TYPE OF CASE: Administrative Interpretation

CASE NUMBER: ADD2000-00152

FORT MYERS BEACH LPA DATE: February 13, 2001

TIME: 12:00 Noon

I. APPLICATION SUMMARY:

- A. Applicant:** Charles F. Lieske Residential Pool Construction
- B. Request:** An Administrative Interpretation of the Town of Fort Myers Beach Comprehensive Plan whether a portion of the subject property has been (or should have been) designated "Wetlands" on the basis of a clear factual error as set forth in Chapter 15, page 3, Section A-1.
- C. Location:** The subject property is located at 21491 Widgeon Terrace (Estero Blvd. turn East on Mound Street, turn left on Widgeon Terr.), Ft. Myers Beach, in S34-T46S-R24E, Lee County, FL. (District #3)
- D. Land Use Plan Designation:** Mixed Residential
- E. Surrounding Land Use:**

<u>Existing Use & Zoning</u>	<u>Future Land Use Map</u>
North: Single family & duplex zoned RM-2	Mixed Residential
East: Estero Bay	
South: Single family & duplex zoned RM-2 & TFC-2	Mixed Residential
West: Mangrove, then Bay Village condominiums zoned RM-2	Wetlands Mixed Residential

II. BACKGROUND INFORMATION AND RECOMMENDATION:

- A. Recommendation:** The property west of the Rip Rap should be placed within the Mixed Residential future land use category, and the portion east of the Rip Rap should remain in the Wetlands category.
1. Prior to construction of any accessory structures, an Opinion of Title confirming the legal authority to build within the "Limited Common

Element" of Flamingo Harbour Condominium must be reviewed and accepted by the Town of Fort Myers Beach.

Findings & Conclusions

Based upon an analysis of the application and the standards for approval of an administrative interpretation, staff makes the following findings and conclusions:

1. A change to Mixed Residential is consistent with background data, other policies, and objectives of the plan as a whole.
2. The interpretation is the first requested within Flamingo Harbour Condominium and therefore cannot be compared with prior interpretations.

B. Rationale:

Introduction/Synopsis

The request is for an interpretation of whether an area has been designated "Wetlands" on the Future Land Use Map on the basis of a clear factual error. The subject lot is Unit C of the Flamingo Harbour land condominium, recorded in the Official Records Book in 1979. The property has an existing single family residence built in 1983 and has 100 feet of depth. A "Limited Common Element" was also created directly adjacent, along the east side of the 13 units of Flamingo Harbour to extend from the lot line to the mean high tide line. The applicant wishes to construct a swimming pool on the rear of the subject lot which would encroach into the limited common element. The applicant has provided an opinion from Richard T. Cotter, Attorney at Law, stating the property owner of Unit C, Flamingo Harbour Condominium has the right to the exclusive use to the adjacent common element and can make improvements on the property. Approval of the land use amendment would enable the applicant to pursue a pool permit on the portion of the lot in question.

Land Use Designation

The adoption of the Town's Comprehensive Plan in 1999 changed the property's designation from Suburban to Mixed Residential and Wetlands. Staff has attempted to show the approximate boundary between the Mixed Residential and Wetlands category on the attached survey (Attachment B). Staff measured the location of the boundary on the adopted future land use map and then scaled the same location onto the survey. There is a clear discrepancy in the location of Widgeon Terrace as shown on the Future Land Use Map (Attachment C) and the Zoning Map (Attachment A) maintained by the Property Appraiser's Office. The Zoning Map and property survey show the 25-foot wide Widgeon Terrace located within a 25-foot roadway easement across the subject property, while the land use map shows 60± foot road located adjacent to the subject lot.

Policy 6-D-2 and Chapter 15 of the Town's Plan provides an administrative process for correction of the Future Land Use Map based on a clear factual error.

Section 15.A.1 requires a field check to be made prior to issuance of the interpretation. A field check was performed by Rick Joyce, Deputy Director of the Lee County Division of Planning. The field check confirmed that the portion of the lot west of the rip rap is filled upland and should be designated Mixed Residential, while the portion east of the rip rap is Mangroves and should remain in the Wetlands land use category.

Conclusion

Based on the field check, it is clear that the portion of the subject property which lies west of the top of the rip rap has been incorrectly designated Wetlands based on a clear factual error. Staff recommends this portion of the subject property be reclassified as Mixed Residential. The subject lot is a lot of record created prior to the adoption of the Lee County comprehensive plan and the Town of Fort Myers Beach comprehensive plan. Approval of the land use amendment will not allow additional dwelling units and will therefore have no impact on the existing permitted density of the Flamingo Harbour subdivision. It appears that the width and location of Widgeon Terrace on the Land Use Map are not consistent with that shown on the Property Appraiser's records. This condition is not unique to the subject property but all of the lots within Flamingo Harbour subdivision.

III. SUBJECT PROPERTY

- A. STRAP:** The applicant indicates the STRAP number is: 34-46-24-W1-0220C.0000.
- B. LEGAL DESCRIPTION:** Unit C, FLAMINGO HARBOUR CONDOMINIUM SUBDIVISION, as recorded in Plat Book 1357, Page 1122, of the Public Records of Lee County, Florida, lying in Section 34, Township 46 South, Range 24 East, Lee County, FL.

IV. ATTACHMENTS

- A. Map of Surrounding Zoning
- B. Survey with Land Use Designation
- C. Town's Future Land Use Map

cc: Applicant
Town of Fort Myers Beach LPA
Zoning File



SCALE
1" = 30'

ADD 2000-00152

RECEIVED
JAN 16 2001

PERMIT COUNTER

LEGAL DESCRIPTION

(AS FURNISHED)

1/4 ROD & CAP
SS # 6386

UNIT "C", FLAMINGO HARBOUR CONDOMINIUM, 1/4 ROD
TO THE DECLARATION OF CONDOMINIUM, AS
OFFICIAL RECORDS BOOK 1357, PAGE 1122, (1/4)
RECORDS OF LEE COUNTY, FLORIDA.

CURVE # 1

RADIUS = 180.00'
ARC = 43.33'
CENTRAL ANGLE = 13°47'33"
CHORD BEARING = N 15°13'42" E
CHORD DISTANCE = 43.23'

CURVE # 2

RADIUS = 80.00'
ARC = 19.26'
CENTRAL ANGLE = 13°47'33"
CHORD BEARING = S 15°13'42" W
CHORD DISTANCE = 19.21'

THIS BOUNDARY SURVEY PREPARED FOR:

CHARLES F. LIESKI

NOTES:

1. BEARINGS ARE
UNIT C, BEIN
2. UNDERGROUND
3. SUBJECT TO
4. PARCEL LIES
125124 044
5. THIS CERTIFICATE
IT IS NOT A
ENCUMBRANCE
6. NOT VALID WITHOUT
SEAL OF A LICENSED
SURVEYOR
7. ADDITIONS OR
OTHER THAN
WITHOUT WRITTEN
LANE, SUITE 218
FLORIDA 33907
8. ALL BEARINGS
OTHERWISE

SELPH & ASSOCIATES, INC.

SURVEYORS and MAPPERS

BUSINESS No. 8427

MICHAEL C. SELPH
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 5067

FAX (941) 278-4799

PROJECT NO. 00-1496			
SURVEY DATE: NOVEMBER 30, 2000			
STREET ADDRESS			
21491 WIDGEON TERRACE FORT MYERS BEACH, FLORIDA			
REVISIONS:			
NO.	DATE	DESCRIPTION	BY
1.	1-2-00	ADD DIMENSION TO MEAN HIGH TIDE LINE	R.J.O.

Future Land Use Map



**MEMORANDUM
FROM THE
DEPARTMENT OF COMMUNITY DEVELOPMENT
DIVISION OF PLANNING**

DATE: January 13, 2017

TO: Dan Folke, Planner
Division of Development Services

FROM: Rick K. Joyce, Deputy Director

RE: **Charles F. Lieske and Candi L. Gullinger
Comprehensive Plan Amendment, Case # ADD2000-00152
21491 Widgeon Terrace, Town Fort Myers Beach
Strap # 34-46-24-W1-0220C-0000**

In response to your request, Division of Planning, Environmental Sciences (ES) Program staff have reviewed and inspected the above referenced site. ES staff confirmed that the mangrove wetland boundary extends landward to the existing riprap rock revetment along the Estero Bay shoreline. The upland/wetland line is clearly defined by the top of rock revetment.

The Flamingo Harbour Condominium subdivision exists on a peninsula of land that was filled from adjacent dredging to create home sites. A mangrove tree wetland fringe was retained along the shoreline of Estero Bay. ES staff has been involved in the permitting of many single-family docks and a few shoreline structures along this area of Estero Bay. The uplands that are rear of the house on the site are typical of backyards in much of South Florida. Citrus trees, palms, a few ornamental plants and mowed turfgrass are the primary vegetation. A wooden walkway traverses the uplands to the reach the access walkway of the existing dock.

The mangrove tree dominated wetland fringe has been severely pruned over the years. The mangrove trees appear to be maintained at approximately 6 feet in height. A few remnant larger sized mangrove trees exist near the property boundaries along the fringe that have been pruned by lifting up from the bottom of the tree crown. The dock access walkway traverses through the mangrove tree fringe.

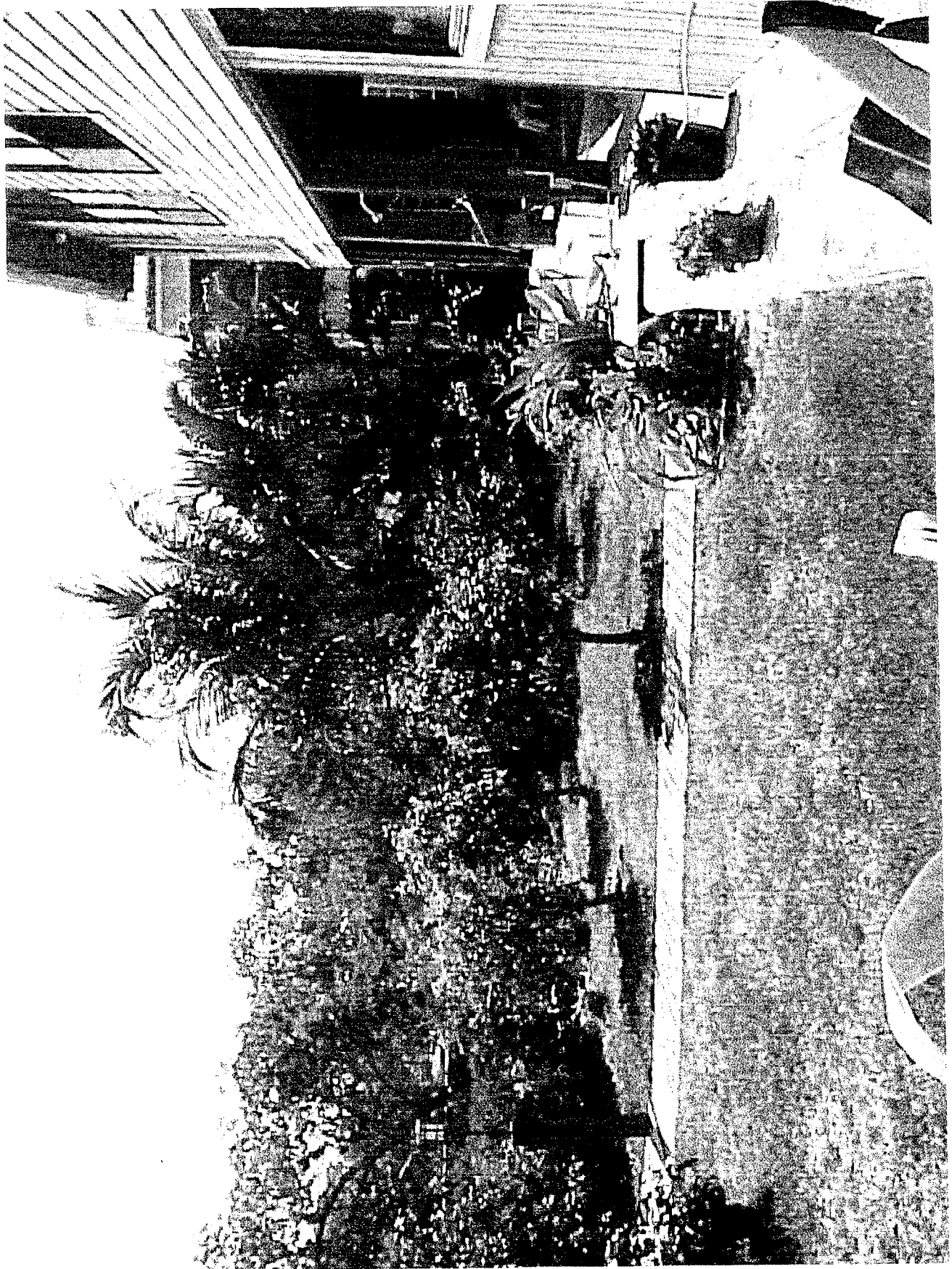
ES staff recommends the following conditions for this amendment:

1. During the proposed pool construction that a turbidity (silt) screen be properly installed and maintained along the top of the existing rock revetment to insure that soil is not washed into Estero Bay.
2. Once the pool and decking construction is completed, any fill slopes must be stabilized with vegetation to eliminate future soil erosion.

Thank you for the opportunity to review this submittal. If you any further questions, please call me at 479-8182.

Copy: Pam Houck, Service Delivery Coordinator/Town of Fort Myers Beach







**FORT MYERS BEACH
LOCAL PLANNING AGENCY MEETING
FEBRUARY 13, 2001
NationsBank, Council Chambers
2523 Estero Boulevard
FORT MYERS BEACH, FLORIDA**

I. CALL TO ORDER

The meeting of the LPA was opened by Chairman Roxie Smith on Tuesday, February 13, 2000, at 12:00 noon with eight members present.

Present at the meeting were: LPA members Linda Beasley, Jodi Hester, Harold Huber, Jennifer Kaestner, Jane Plummer, Betty Simpson, and Dave Smith and Roxie Smith.

Excused absence from meeting: Bill Van Duzer

Staff present at meeting: Town Manager Marsha Segal-George, Pam Houck.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Roxie Smith gave the invocation. All assembled recited the Pledge of Allegiance.

III. PUBLIC COMMENT ON AGENDA ITEMS

None.

Announced was that today was Betty Simpson's birthday, which was greeted with a round of applause.

IV. APPROVAL OF MINUTES: SEPTEMBER 12, 2000 (partial minutes, tape malfunction); NOVEMBER 28, 2000

MOTION: Moved by Betty Simpson and seconded by Jane Plummer to approve minutes of September 12, 2000 with corrections.

Corrections and changes to minutes:

1. On page 4 the time of adjournment was 2:25 p.m.

Motion passed unanimously.

MOTION: Moved by Linda Beasley and seconded by Harold Huber to approve minutes of November 28, 2000. Passed unanimously.

V. CASE #ADD2000-00152 CHARLES F. LIESKE RESIDENTIAL POOL CONSTRUCTION.

A request for an administrative interpretation of the Town of Fort Myers Beach Comprehensive Plan whether a portion of the subject property has been (or should have been) designated "Wetlands" on the basis of a clear factual error as set forth in Chapter 15, Page 1 Section A-1. The subject property is located at 211491 Widgeon Terrace. A Staff Report on this case is available for review at Town Hall.

Jeff Mangum, representing the applicant, said the applicant would like to change zoning to mixed-residential so that he could install a pool in his back yard.

Dan Faulk, Planner with Lee County Department of Community Development, prepared the staff report in our packets. Staff has recommended approval to the amendment of the future Land Use Map.

The recommended condition is that prior to construction of any accessory structures in the opinion of title confirming the legal authority to build within the limited common element of Flamingo Harbor, Condominium must be reviewed and accepted by the Town of Fort Myers Beach.

He has provided an environmental sciences memorandum from from Rick Joyce, deputy director of the Planning Division, that confirms what was stated in the staff report as far as the findings. He has added two recommended conditions which again relate to any eventual construction on the property: 1) that a turbidity silk screen be properly installed and maintained along the top of the existing rock (?) to ensure that soil is not washed into Estero Bay. 2) Once the pool and deck construction is completed, any fill slopes must be stabilized with vegetation to eliminate future soil erosion.

Attachment B of the staff report is a survey that was submitted. He included Attachment C as an official land use map. He scaled off the measurement from the future land use map then measured onto the survey and added a line to show how it divides the property between mixed residential and (?). A portion of what's designated wetlands is actually where the house sits today. So clearly there was an error in the establishment of the wetlands line.

The parcel itself is a 100-ft. parcel with 100 feet of depth. Beyond the actual platted parcel is a limited common element which was included in the condominium plat. From the rear of the house to the edge of the riff raff has obviously been filled and there are no mangroves located on that portion. Mr. Mangum said he had photographs for us to look at in our packets. Approval has been recommended with the conditions.

The common element goes from the lot line to the mean high tide line and it varies from lot to lot.

Any accessory structure closer than five feet to the top of the riff raff would require a variance.

When building the pool, there has to be a legal determination as to the opinion (?) of the building within that limited common element.

MOTION: Moved by Jane Plummer and seconded by Dave Smith to approve the changing of the wetlands to mixed-residential with the three conditions that the staff has recommended.

Discussion:

Stated was that what Dan requested was it said from the top of the riff raff and this should be added to the motion. Jane Plummer said this was included in the three conditions.

Motion passes unanimously.

~~VI. CASE #DC12000-00059 EDWARD F. STREIT, TR., IN REF. TO DOCKSIDE INN. A request to Rezone from Commercial (C-1) to Commercial Planned Development (CPD) to permit a maximum of 34 hotel units, 2,600 square feet of retail, 2,510 square feet of restaurant, 250 square feet of bar/cocktail lounge, consumption on premises and a caretaker's residence not to exceed 35 feet in height above base flood elevation, on 0.57 +/- total acres of land. The subject property is located at 1130 First Street (Corners of First St., Second St., and Old San Carlos Blvd.). A Staff Report on this case is available for review at Town Hall.~~

~~Dave Smith, the applicant, was asked to come forward. Mr. Smith stated that he was going to briefly discuss what he was going to do. We are proposing a re-development of the existing Dockside Sports Pub. We would like to add a second floor to the existing building that sits on the site and then add a new building on Old San Carlos Blvd., which would be a three-story building. The new development on the site would be a combination of two and three story buildings. The ground floor in the new section would be mostly parking, except for the corner of~~

RESOLUTION OF THE LOCAL PLANNING AGENCY OF
THE TOWN OF FORT MYERS BEACH, FLORIDA
RESOLUTION NUMBER 2001- 04

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF FORT MYERS BEACH

WHEREAS, Chares F. Lieske has made a requests for Administrative Interpretation of the Town of Fort Myers Beach Comprehensive Plan of whether a portion of the subject property has been (or should have been) designated "Wetlands" on the basis of a clear factual error as set forth in Chapter 15, page 3, Section A.1.and

WHEREAS, the subject property is located at 21491 Widgeon Terrace, Ft. Myers Beach, in S34-T26S-R24E, Lee County, FL.; and

WHEREAS, the applicant has indicated the property's current STRAP number is: 34-26-24-W1-0220C.0000; and

WHEREAS, a public hearing was legally advertised and held before the Local Planning Agency (LPA) on February 13, 2001; and

WHEREAS, the LPA gave full and complete consideration to the recommendations of the Staff, the documents in the file, and the testimony of all interested persons.

NOW, THEREFORE BE IT RESOLVED BY THE LPA OF THE TOWN OF FORT MYERS BEACH, FLORIDA as follows:

The LPA based upon an analysis of the application and the standards for approval of an administrative interpretation makes the following findings and conclusions:

- 1] A change to Mixed Residential is consistent with background data, other policies, and objectives of the plan as a whole.
- 2] The interpretation is the first requested within Flamingo Harbor Condominium and therefore cannot be compared with prior interpretations.

Based upon these findings and conclusions, the LPA recommends the property west of the top of the Rip Rap should be placed within the Mixed Residential future land use category, and the portion east of the top of the Rip Rap should remain in the Wetlands category subject to the following conditions:

1. Prior to construction of any accessory structures, an Opinion of Title confirming the legal authority to building within the "Limited Common Element" of Flamingo Harbor Condominium must be reviewed and accepted by the Town of Fort Myers Beach.
2. During the proposed pool construction that a turbidity (silt) screen be properly installed and maintained along the top of the existing rock revetment to insure that soil is not washed into Estero Bay.

3. Once the pool and decking construction is completed, any fill slopes must be stabilized with vegetation to eliminate future soil erosion.

The foregoing Resolution was adopted by the LPA upon a motion by LPA Member Plummer and seconded by LPA Member D. Smith, and upon being put to a vote, the result was as follows:

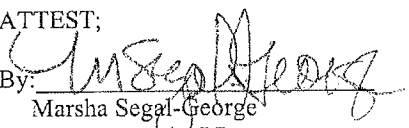
Jennifer Kaestner	yes
Dave Smith	yes
Betty Simpson	yes
Roxie Smith	yes
Bill Van Duzer	absent
Jodi Hester	yes
Linda Beasley	yes
Harold Huber	yes
Jane Plummer	yes

DULY PASSED AND ADOPTED THIS 13th day of February, 2001.

DULY PASSED AND ADOPTED THIS 13th day of February 2001.

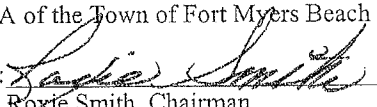
ATTEST;

By:


Marsha Segal-George
Secretary to the LPA

LPA of the Town of Fort Myers Beach

By:


Roxie Smith, Chairman



FORT MYERS BEACH TOWN COUNCIL

ZONING HEARING

Monday, March 12, 2001

Page

ADD2000-00152 Charles F. Lieske Residential Pool Construction

2

**FORT MYERS BEACH
TOWN COUNCIL MEETING
MARCH 12, 2001
LAND USE HEARING
Town Hall - Council Chambers
2523 Estero Boulevard
FORT MYERS BEACH, FLORIDA**

I. CALL TO ORDER

The Land Use Hearing of March 12, 2001 was opened by Mayor Daniel Hughes on Monday, March 12, 2001, at 9:00 a.m.

Council members present at the meeting: Mayor Daniel Hughes, Howard Ryneanson - Council, Garr Reynolds - Council, Terry Cain - Councilwoman. A quorum is present.

Excused absence from meeting: Vice Mayor Ray Murphy

Staff present at meeting: Town Manager Marsha Segal-George, Deputy Town Manager John Gucciardo, Pam Houck, Dick Roosa (Town Attorney) and Dan Folke (Lee County Planner)

II. PLEDGE OF ALLEGIANCE

All assembled and recited the Pledge of Allegiance.

III. PUBLIC COMMENT

None.

IV. DISCUSSION: BAY BEACH - WATERSIDE GUEST SUITES

Attorney Ciccarone is representing the Town of Fort Myers Beach regarding the case of Stardial vs. Town of Fort Myers Beach. It was to their understanding the case was settled. The development order for the construction of Waterside was issued. A dispute arose when it came time to issue the building permit, as to whether Waterside IV as designed had 58 or 60 dwelling units. There are two areas within Waterside IV, as there are in the first three buildings, which consist of two rooms approximately 12x12 with an adjoining bath. It appears that these are treated as common area amenities and are available to the guests of condominium owners. These must be reserved in advance and are charged a \$45.00 a day housekeeping fee. The question is whether the two guest suites are dwelling units or not dwelling units. The settlement allows Stardial to have up to 58 dwelling units. The plans that were on file for Waterside IV were to be approved as part of the settlement. As far as he is aware the building plans were the plans on file. The County, as the Town's staff in this case, has issued instructions to Stardial's architect to designate these two units as something else or the permit cannot be issued. Stardial takes the position that this sort of conditional approval of its building permit is not consistent with the settlement, and therefore the case is not settled.

MOTION: Made by Mayor Daniel Hughes and seconded by Councilman Howard Rynearson to direct the staff to refer to the LPA the issue of treatment of guest suites and similar type of rooms that Town Manager Segal-George referred to earlier for purposes of considering amendment to the Land Development Code. This would be to determine the difference between a residential unit, hotel unit or a dwelling unit. They are evoking Smith vs. Clearwater. **Mayor Daniel Hughes withdrew this motion.**

MOTION: Made by Mayor Daniel Hughes and seconded by Councilman Howard Rynearson to direct staff to consider guest rooms and similar type of units as a dwelling unit pending a reference of this matter to the LPA in a public hearing thereon and a reference back to the Town Council, so that the doctrine of Smith vs. Clearwater will be in effect during this interim period. Motion passes unanimously.

- V. PUBLIC HEARING: CASE NUMBER ADD2000-00152.** Charles F. Lieske Residential Pool Construction. An Administrative Interpretation of the Comprehensive Plan whether a portion of the subject property has been (or should have been) designated "Wetlands" on the basis of a clear factual error as set forth in Chapter 15, page 3, Section A-1. This property is located at 21491 Widgeon Terrace.

Mayor Hughes reviewed that the issue is whether or not a portion of this property has been or should have been designated a "Wetlands" on a basis of a clear factual error. He asked if any of the Council members had any ex parte communications on this matter. No Council members indicating ex parte communications.

Mayor Hughes asked for the applicant or representative of the applicant to come forward. No one was present. Mayor Hughes asked for the staff to make their presentation.

Dan Folke, Planner with Lee County Community Development, came forward and stated that he had reviewed the request before Council. Staff has recommended approval of amending the Town's future Land Use Map. Three conditions were recommended. One is contained in the staff report and the others were recommended in the memorandum from Rick Joyce regarding his review of the property. All three conditions were included in the recommendation from the LPA, and are listed in the resolution provided in their packet.

Attachment B of the staff report clearly summarizes the issue. This is a survey of the property. The designation is incorrect. Staff has recommended that the line between the mixed residential and the wetlands portion be defined as the portion west of the top of the rip wrap and the portion east of the rip wrap should remain in the "Wetlands". He provided some photographs that were taken. This request is simply to change the Land Use Category. The three conditions pertain to the anticipated permit for the pool. They are recommending approval.

MOTION: Made by Mayor Daniel Hughes and seconded by Councilwoman Terry Cain to adopt the resolution as set forth in the package to approve the interpretation as recommended by staff. On the second page of the resolution, strike the words modified or reversed, and it would then read " the interpretation of the Local Planning is affirmed". **(Side A of Tape 1 ends)** which included the conditions as set forth by the staff that prior to construction the opinion of title on building within the limited common area, and the LPA added that the silk screen be installed during the pool construction to ensure that soil will not be washed into Estero Bay, and on completion any fill slopes must be stabilized with vegetation to eliminate soil erosion. Motion passes unanimously.

~~VI. BEACH RENOURISHMENT PROJECT WORKSHOP~~

Steve Keen with Coastal Planning and Engineering came forward to state that they are putting together the permit and the design of the Estero and Lover's Key Beach Restoration Project. He referred to some pictures and slides that were before the Council for review.

There are five components to the project. The Core of Engineers, when they had designed the project, had come up with a sand source 15 miles away. They were able to do an investigation and found two other nearby areas. They are designing and trying to get permits for three segments of the project. The main segment is the almost 5 mile stretch along north Estero Island. The other segments would be south Estero Island and another is Lover's Key. They have extended the project by approximately 1 ½ miles, added 500,000 cubic yards and the cost has been decreased approximately 2 million dollars. The total project cost is about 8.1 million at the present time. The renourishment interval has been increased from 3 years to 8 years. If the project performs as design there will be 8 years on average between the time that more sand will need to be added to the project. This means less disruption in the long run.

He indicated that their design for the project is 40 feet. This means if they continue to erode at 3 feet per year for 8 years they will be back to the 40-foot design width at the 8-year point. When the project is initially built it will be over 100 feet wide, in some cases 150 feet. Some of the sand must slip offshore to build the foundation. They will end up with about 64 feet. This will be 40 foot for the design width plus 24 feet of sacrificial sand for erosion over the next 8 years. All of the beach will not uniformly erode at 3 feet a year. There will be several areas that will erode faster and many areas will stay very healthy throughout the time. If a renourishment is needed in 8 years it will probably be just the areas that erode at the faster rate.

They have found two new borrow areas or sand sources closer to the project. They are less than 2 miles away. They have looked into whether there is good sand at these sand sources and if there will be any effect on the shoreline. The sand is very similar to the sand on the beach today and the color is roughly the same color. Their research shows that no impact will effect the shoreline for either of the borrow areas.

He referred to the Great Lakes Dredge and Dock/ Dredge Alaska. He stated that they hope this is the type of dredge they would like to attract to the project. If this

RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH, FLORIDA
RESOLUTION NUMBER 01-06a

WHEREAS, Chares F. Lieske has made a requests for Administrative Interpretation of the Town of Fort Myers Beach Comprehensive Plan of whether a portion of the subject property has been (or should have been) designated "Wetlands" on the basis of a clear factual error as set forth in Chapter 15, page 3, Section A.1.; and,

WHEREAS, the subject property is located at 21491 Widgeon Terrace, Ft. Myers Beach, and the applicant has indicated the property's current STRAP number is: 34-26-24-W1-0220C.0000; and,

WHEREAS, a public hearing was legally advertised and held before the Local Planning Agency on February 13, 2001, after which they issued an administrative interpretation; and,

WHEREAS, the applicant has appealed that decision to the Town Council; and,

WHEREAS, the Town Council in reviewing such an appeal shall consider only information submitted in the administrative interpretation process and shall review only whether the proper standards set forth in this plan have been applied to the facts presented with no additional evidence to be considered by the Town Council; and,

WHEREAS, the Council may adopt the administrative interpretation being appealed, or may overrule it, with a written decisions to be rendered by the Town Clerk in writing within thirty days after the date of the hearing.

NOW THEREFORE BE IT RESOLVED THAT:

IT IS THE FINDING of this council that this appeal is of a nature properly brought to the Council for decision and considering the intent of the ordinance being interpreted and the effect the ruling will have when applied generally, the Council in reviewing the interpretation of the Local Planning Agency finds:

The administrative interpretation was/ ~~was not~~ determined under the following standards:

1. Interpretations which would be confiscatory, arbitrary, capricious, unreasonable, or which would deny all economically viable use of property shall be avoided;
2. Interpretations should be consistent with background data, other policies, and objectives of the plan as a whole; and
3. Interpretations should, to the extent practical, be consistent with comparable prior interpretations.

THE INTERPRETATION of the Local Planning Agency is affirmed/~~modified~~/~~reversed~~.

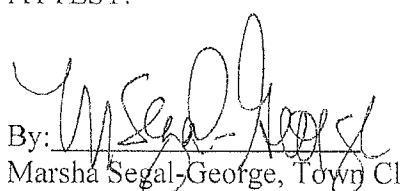
The foregoing resolution was adopted by the Fort Myers Beach Town Council upon being put to a vote, the result was as follows:

Daniel Hughes	aye
Garr Reynolds	aye
Ray Murphy	absent
Terry Cain	aye
Howard Rynearson	aye

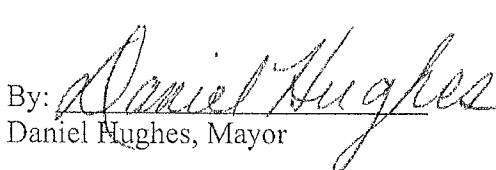
APPROVED this 12th day of March, 2001.

ATTEST:

TOWN OF FORT MYERS BEACH

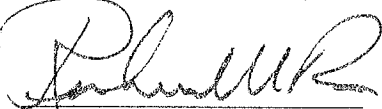
By: 

Marsha Segal-George, Town Clerk

By: 

Daniel Hughes, Mayor

Approved as to form by:



Richard V.S. Roosa, Town Attorney

BOUNDARY AND LOCATION SURVEY OF
21471 WIDGEON TERRACE
FORT MYERS BEACH, FLORIDA 33931
LEGAL DESCRIPTION:

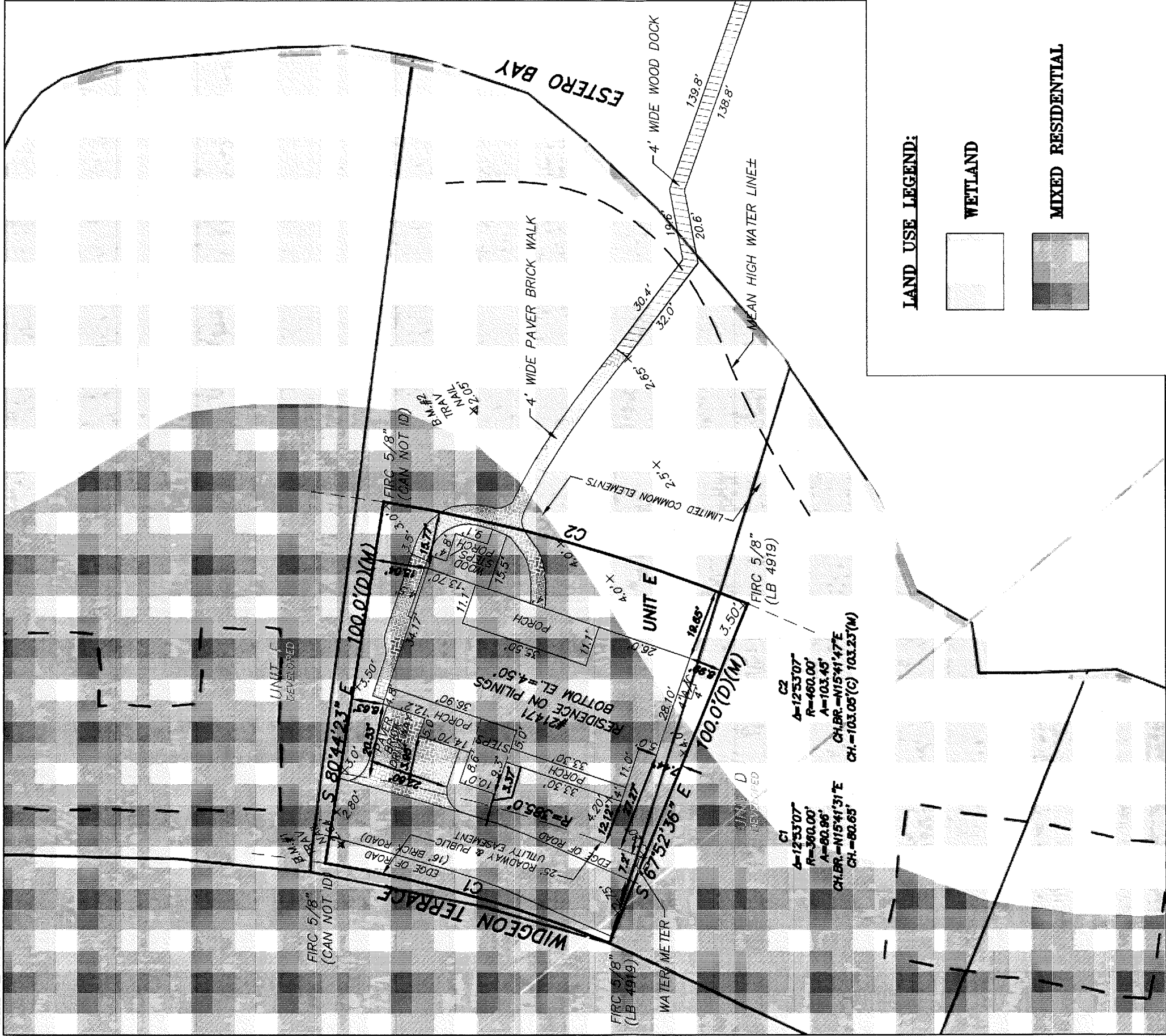
UNIT E OF FLAMINGO HARBOUR CONDOMINIUM, A
CONDOMINIUM ACCORDING TO THE DECLARATION OF
CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS
BOOK 1357, PAGE 1089, OF THE PUBLIC RECORDS OF LEE
COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO,
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ELEMENTS.

A/C
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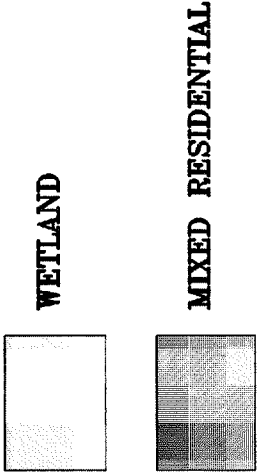
AIR CONDITIONER
BENCHMARK
CALCULATED
CABLE BOX
CHAIN LINK FENCE
CONCRETE
CONCRETE SIDEWALK
DEED
DRAINAGE EASEMENT
DRAINAGE/PUBLIC UTILITY EASEMENT
ELECTRIC BOX
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NO CORNER FOUND
OVERHEAD WIRES
PERMANENT CONTROL POINT
PLAT
POOL EQUIPMENT
POWER POLE
POINT OF BEGINNING
POINT OF COMMENCEMENT
RIGHT OF WAY
SET 1/2" IRON ROD WITH CAP-
LB 6912
SET NAIL AND DISK LB 6912
TOP OF BANK
TOP OF SLOPE
TELEPHONE PEDESTAL
UTILITY EASEMENT
UTILITY METER
WATER VALVE
WOOD FENCE



LAND USE LEGEND:



FEMA MAP - 120673 / 12071C0567F
FLOOD ZONE - AE
BASE ELEV. - 10' NAVD88



(C) 2020 BASIS OF BEARINGS IS R/W LINE (USING PLAT BEARING OR ASSUMED) UNLESS NOTED OTHERWISE
FLORIDA ADMINISTRATIVE CODE STATES IF LOCATION OF EASEMENTS OR RIGHTS OF WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS IS REQUIRED,
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AFFORDABLE
SURVEYS
239-283-1518

3366 STRINGFELLOW ROAD
ST JAMES CIT, FL 33956

CERTIFIED EXCLUSIVELY TO:
JOHN A & LISA A DIDIER

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT
USING FIELD SURVEY PREPARED UNDER MY DIRECTION AND IS
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE
AND SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

DATE OF FIELD SURVEY
BILL HYATT
Surveyor & Mapper Number 4636
LB 6912

FLORIDASURVEYOR@AOL.COM
727-415-8305

BOUNDARY AND LOCATION SURVEY OF
21471 WIDGEON TERRACE
FORT MYERS BEACH, FLORIDA 33931

LEGAL DESCRIPTION:

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WDF
- AIR CONDITIONER

BENCHMARK

CALCULATED

CABLE BOX

CHAIN LINK FENCE

CONC

CONCRETE

CONCRETE SIDEWALK

DEED

DRAINAGE EASEMENT

DRAINAGE/PUBLIC UTILITY EASEMENT

ELECTRIC BOX

EDGE OF WATER

EDGE OF PAVEMENT

FIR CAPPED

FOUND CONC MONUMENT

FOUND IRON PIPE

FOUND IRON ROD

FOUND NAIL

FOUND NAIL AND DISK

FOUND X CUT

LIGHT POLE

MEASURED

MANHOLE

NO CORNER FOUND

OVERHEAD WIRES

OVER-ALL

PERMANENT CONTROL POINT

PLAT

POOL EQUIPMENT

POWER POLE

POINT OF BEGINNING

POINT OF COMMENCEMENT

RIGHT OF WAY

SET 1/2" IRON ROD WITH CAP—
LB 6912

SET NAIL AND DISK LB 6912

TOE OF BANK

TOE OF SLOPE

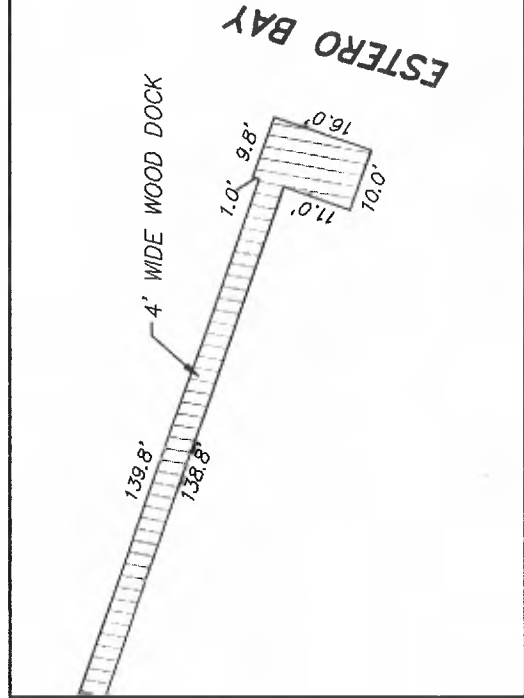
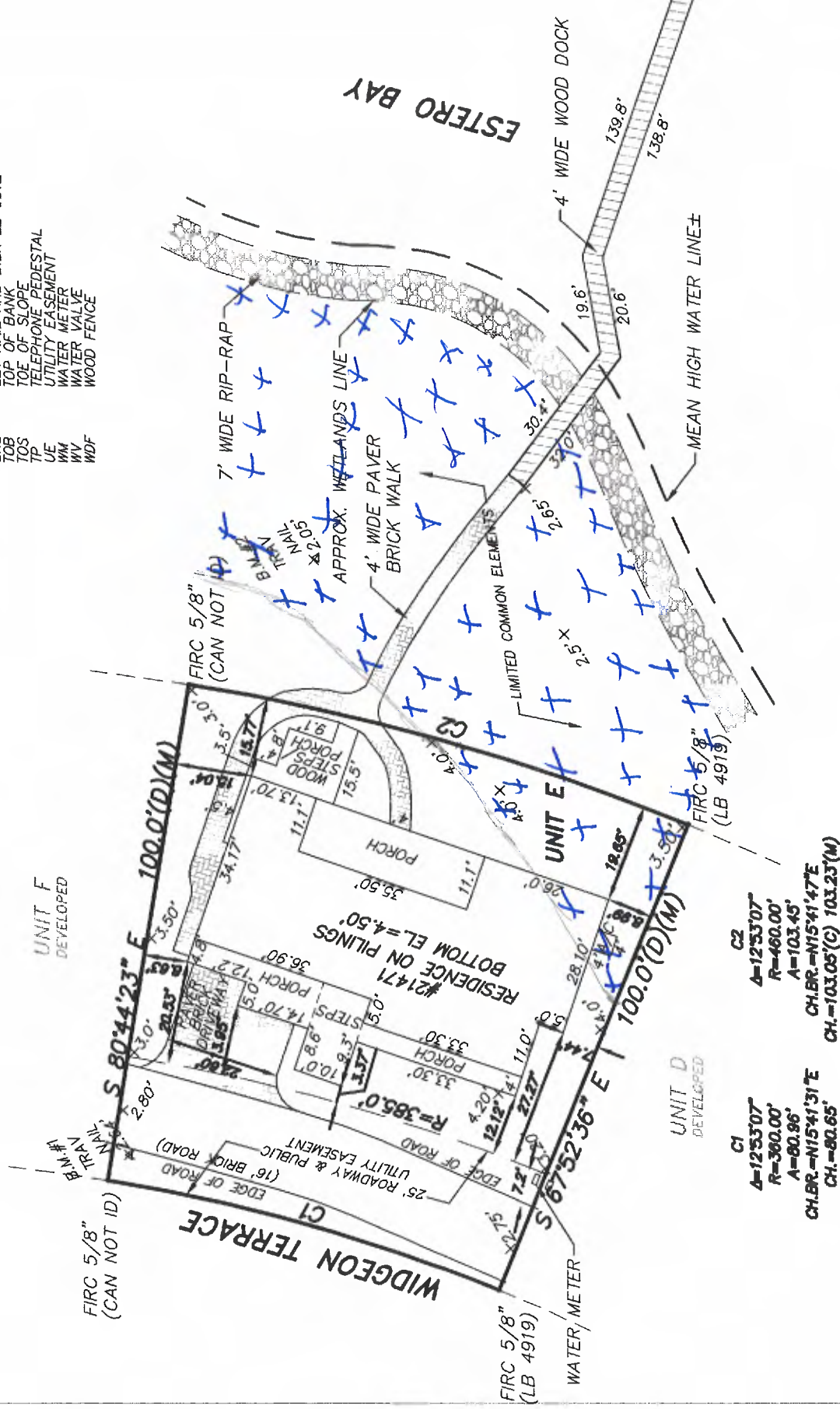
TELEPHONE PEDESTAL

UTILITY EASEMENT

WATER METER

WATER VALVE

WOOD FENCE



FEMA MAP - 120673 / 12071C0567F
FLOOD ZONE - AE
BASE ELEV. - 10' NAVD88

- COVERED ENTRANCE

SCREEN ENCLOSED AREA

SCREEN ENCLOSED WITH POOL
- E

P



(C) 2020 BASIS OF BEARINGS IS R/W LINE (USING PLAT BEARING OR ASSUMED) UNLESS NOTED OTHERWISE
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DATE OF FIELD SURVEY
BILL HYATT
Surveyor & Mapper Number 4636
LB 6912

FLORIDASURVEYOR@AOL.COM
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EXHIBIT E

BOUNDARY AND LOCATION SURVEY OF
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SET NAIL AND DISK LB 6912

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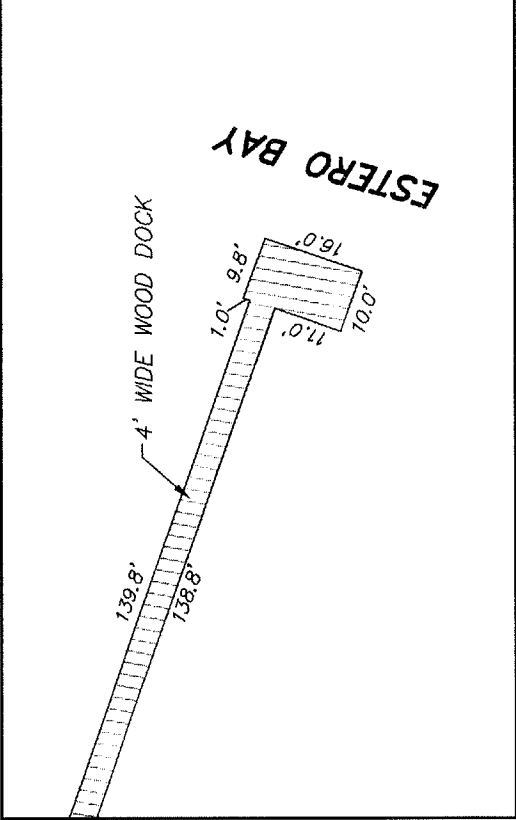
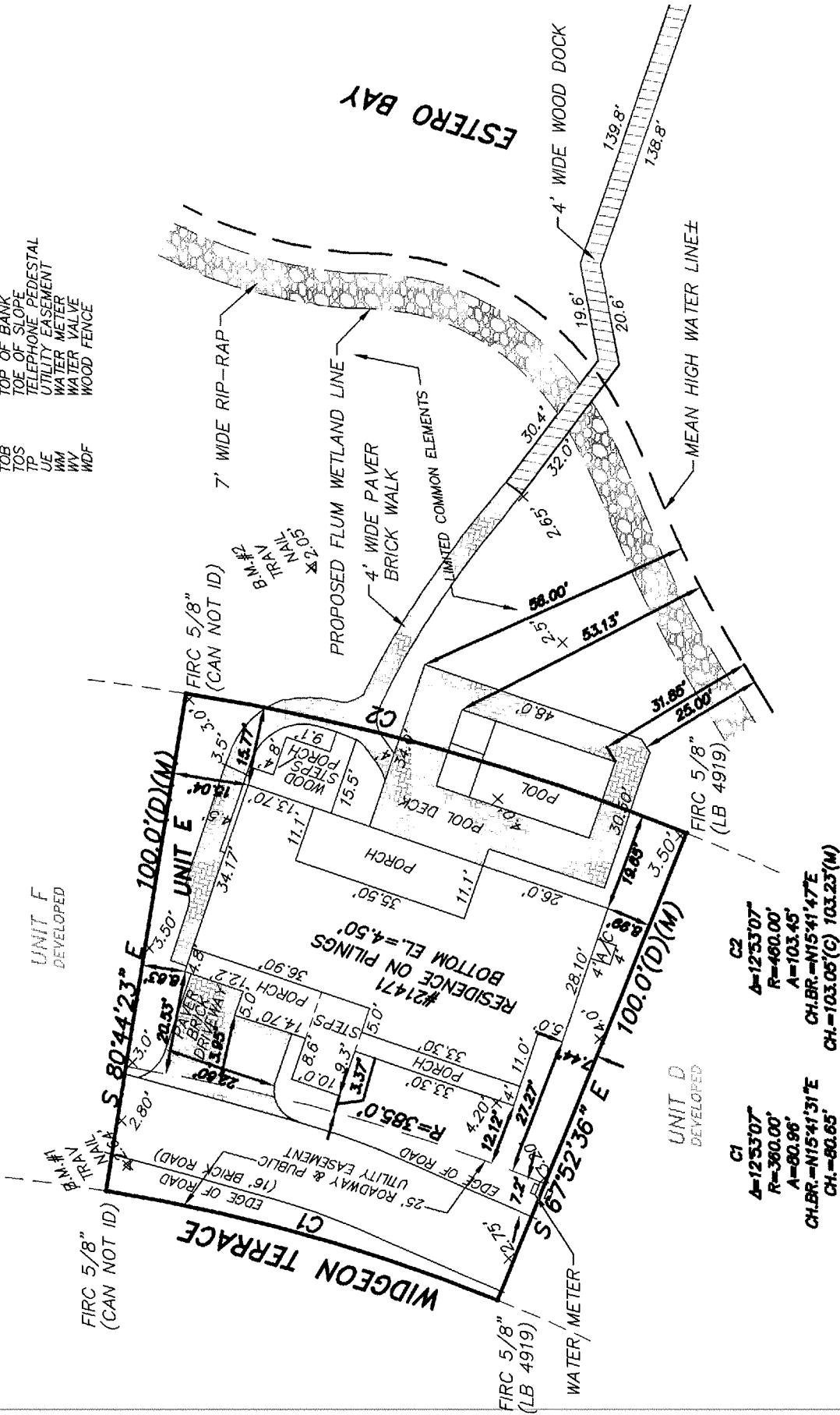
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SCREEN ENCLOSED AREA

SCREEN ENCLOSED WITH POOL

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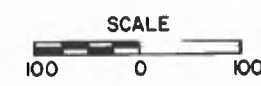
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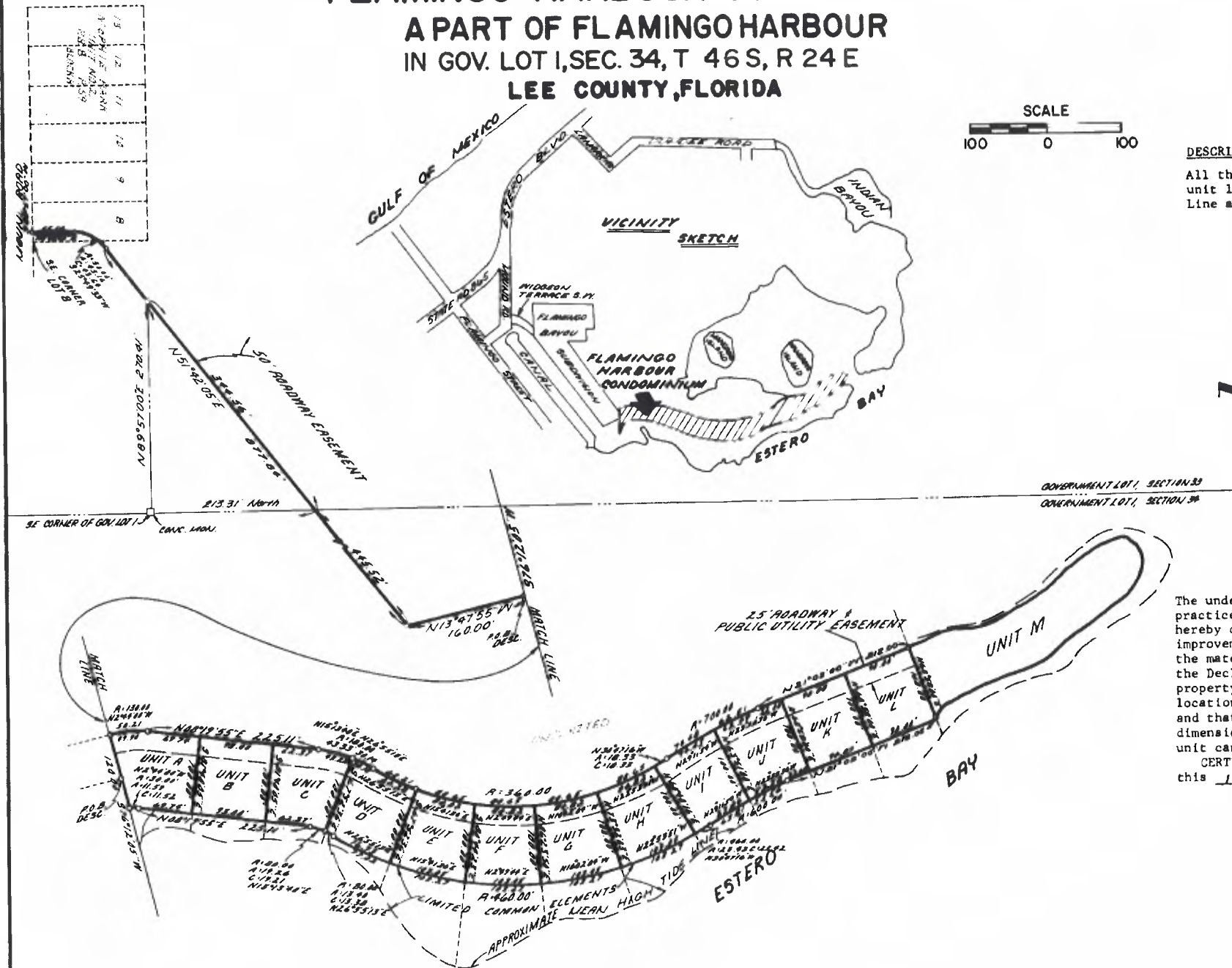
FLAMINGO HARBOUR CONDOMINIUM
A PART OF FLAMINGO HARBOUR
IN GOV. LOT 1, SEC. 34, T 46 S, R 24 E
LEE COUNTY, FLORIDA

CONDOMINIUM
PLAT BOOK 5 PAGE 372

OFF REC Bk 1357 pg 422



DESCRIPTION OF LIMITED COMMON ELEMENTS
All those lands lying East of the platted unit line and West of the Mean High Tide Line along Estero Bay.



SURVEYOR'S CERTIFICATE

The undersigned, a surveyor duly authorized to practice under the laws of the State of Florida, hereby certifies that the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.
CERTIFIED TO FLAMINGO BAYOU, INC., dated this 12 day of June, 1979.

Duane Hall
Duane Hall
Registered Land Surveyor
Florida Certificate #1415

DESCRIPTION: A tract of land lying in Government Lot 1, Section 34, Township 46 South, Range 24 East, Estero Island, Florida, which tract is described as follows: From the southeast corner of Lot 8, Block H., Unit 2, McPhie Park, according to the plat recorded in Plat Book 8 at page 59 of the public records of Lee County, Florida, run westerly along the south line of said Lot 8 for 10 feet; thence run northerly perpendicular to said south line and along the east line of a roadway easement 50 feet wide for 55.54 feet to a point of curvature; thence run northeasterly along the southeasterly line of said roadway easement along the arc of a curve to the right with a radius of 50 feet (said curve having a central angle of 51°45'05") for 45.16 feet to a point of tangency; thence run N 51°42'05" E along said southeasterly line of said roadway easement along a line 295 feet (as measured on a perpendicular) northwesterly of and parallel with the northwesterly line of Block C of Flamingo Park (now the centerline of Flamingo Street) as shown on the plat recorded in Plat Book 9 at page 66 of said public records for 877.84 feet; thence run N 13°47'55" W along the northeasterly line of said roadway easement for 160 feet to the point of beginning of the lands herein

described. From said point of beginning run S 76°12'05" W for 60 feet; thence run northwesterly, northerly and northeasterly along the westerly line of a roadway easement 25 feet wide along the arc of a curve to the right having a radius of 130 feet (chord bearing N 2°44'00" W - chord distance 49.90 feet) for 50.21 feet to a point of tangency; thence run N 8°19'55" E along said westerly line of said roadway easement for 225.11 feet to a point of curvature; thence run northeasterly along said westerly line of said roadway easement along the arc of a curve to the right having a radius of 180.00 feet (chord bearing N 20°01'28" E - chord distance 72.96 feet) for 73.47 feet to a point of reverse curvature; thence run northeasterly, northerly and northwesterly along said westerly line of said roadway easement along the arc of a curve to the left having a radius of 360.00 feet (chord bearing N 0°15'53" E - chord distance 381.35 feet) for 401.89 feet to a point of reverse curvature; thence

run northwesterly along the arc of a curve to the right having a radius of 700.00 feet (chord bearing N 26°28'24" W - chord distance 136.78 feet) for 137.00 feet to a point of tangency; thence run N 21°02'00" W along said westerly line of said roadway easement for 212.00 feet; thence run S 0°68'58" W for 10 feet more or less to the waters of Flamingo Harbor; thence run northwesterly, northerly and northeasterly along said waters to the waters of Estero Bay; thence run in a southerly direction along said waters to an intersection with a line bearing N 76°12'05" E passing through the point of beginning; thence run S 76°12'05" W along said line to the point of beginning. TOGETHER WITH the hereinabove described roadway easement 50 feet wide extending from Mound Road to the southerly line of the hereinabove described parcel.

DUANE HALL & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - LAND PLANNERS
PO BOX 8790 FORT MYERS FLORIDA 33901
Date: 6-13-79 Drawn by: A.O. Checked by: _____
Proj No: 222265 File No: _____

H

1212327

THIS INSTRUMENT PREPARED
 RICHARD D. DEBOEST
 ATTORNEY AT LAW
 P. O. BOX 1450
 FORT MYERS, FLORIDA 33902

DECLARATION OF CONDOMINIUM

OF

AC 1357 AC1089

FLAMINGO HARBOUR CONDOMINIUM

Flamingo Bayou, Inc., a Florida corporation, herein called "developer" on behalf of itself, its successors, grantees and assigns, to its grantees and assigns and their heirs, successors and assigns hereby make this Declaration of Condominium:

1. SUBMISSION TO CONDOMINIUM - The lands located in Lee County, Florida, owned by Developer and described in attached Exhibit "D", are submitted to the condominium form of ownership.

2. NAME AND SCOPE - The name of the condominium is FLAMINGO HARBOUR CONDOMINIUM, and will consist of 13 residential units consisting of land only (a Land Condominium).

3. NAME - ASSOCIATION - The name of the condominium association is FLAMINGO HARBOUR CONDOMINIUM ASSOCIATION, INC. This association shall be incorporated as a non-profit Florida corporation.

4. DEFINITIONS - The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

A. UNIT - A part of the condominium property which is subject to exclusive ownership.

B. UNIT OWNER - The owner of a Condominium parcel.

C. UNIT NUMBER - The letter, number, or combination thereof which is designated upon the surveyor plans, and which is used as the identification of a unit.

D. ASSESSMENT - Means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

E. ASSOCIATION - The corporation responsible for the operation of the condominium.

ALLEN, KNUDSEN,
 SWARTZ,
 DEBOEST, RHODES,
 & EDWARDS, P. A.
 ATTORNEYS AT LAW
 P. O. BOX 1450
 COLLIER ARCADE
 FORT MYERS, FLORIDA

-1-

RECORD VERIFIED - SAE GRACE CLARK
 BY G. WORKMAN P.C.

F. BOARD OF ADMINISTRATION - means the Board of Directors responsible for administration of the association.

G. COMMON ELEMENTS - The portions of the condominium property not included in the units as defined in Florida Statute 718.108, including:

(.1) Those portions of the land that do not constitute the units.

(.2) Improvements which are not included within the units.

(.3) Easements.

(.4) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water and sewer.

(.5) Personal property - tangible personal property may be purchased, sold, leased, replaced and otherwise dealt with by the association, through its Board of Directors, on behalf of the members of the association, without the necessity of any joinder by the members.

H. LIMITED COMMON ELEMENTS - means and includes those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

I. COMMON EXPENSES - All expenses and assessments properly incurred by the association for the condominium.

J. COMMON SURPLUS - means the excess of all receipts of the association including but not limited to assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses.

K. PERSON - means an individual, corporation, trustee, or other legal entity capable of holding title to real property.

L. SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular, the plural, and use of any gender shall be deemed to include all genders.

ALLEN, KNUDSEN,
SWARTZ,
DEBOEST, RHODES
& EDWARDS, P.A.
ATTORNEYS-AT-LAW
P.O. BOX 1480
COLLIER ARCADE
FORT MYERS, FLORIDA

Exhibit I

The vast majority of the backyard consists of mowed lawn. Manicured landscape beds with deliberately planted shrubbery and other typical landscape plantings surround the lawn at the periphery of the property.



Looking West, from LCE toward house. Proposed pool to be on the left side, against the house.



Looking North, down on the **proposed pool area**



Landscape beds along the South property line.



Looking South, down on the proposed pool area and beyond to neighbor's dock.

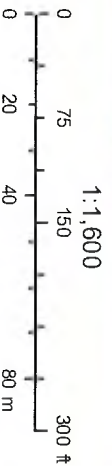


Looking Northeast across majority of backyard and LCE.



Looking South, at the proposed pool area.

✓





**FLAMINGO HARBOUR CONDOMINIUM
ASSOCIATION, LLC**
Widgeon Terrace, Fort Myers Beach, FL 33931

March 2, 2021

The Board of Directors of Flamingo Harbour Condominium Association, Inc. has reviewed, and does not object to, an application to correct the Town of Fort Myers Beach Future Land Use designation from Wetland to Mixed Residential for that portion of Unit E and the associated Limited Common Element that serves Unit E landward of the rip-rap line.

In addition, as currently submitted, the proposed improvements within the Limited Common Element and on Unit E were reviewed and the Board does not object to improvements if allowed and approved by the Town of Fort Myers Beach.

The Board supports any land use variances needed for approval of the attached site plan and the Association joins in the request to re-designate the Future Land Use designation landward of the rip-rap line.

FLAMINGO HARBOUR CONDOMINIUM, INC.

By: Bob Carlin

Print Name: Bob Carlin

Its: President

ATTEST:

By: David C. Roller

Print Name: David C. Roller

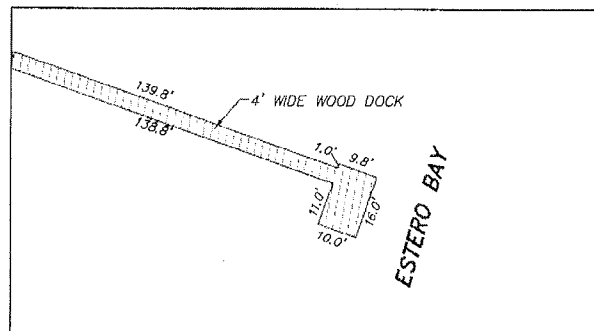
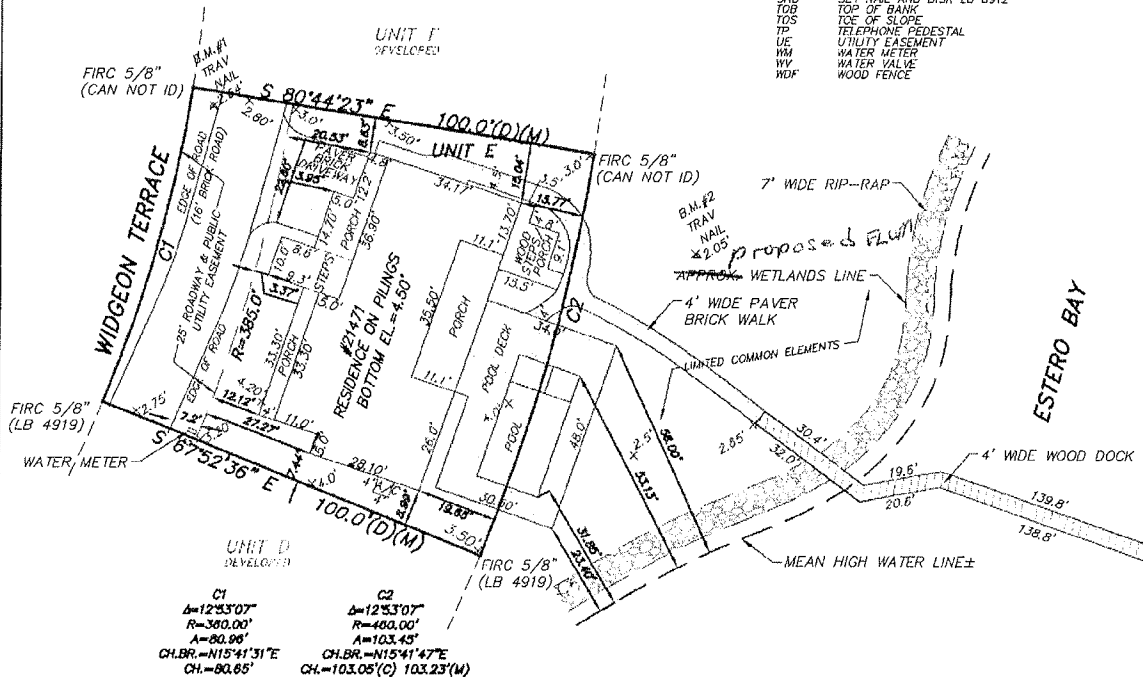
Its: Secretary

**BOUNDARY AND LOCATION SURVEY OF
21471 WIDGEON TERRACE
FORT MYERS BEACH, FLORIDA 33931**

LEGAL DESCRIPTION:

UNIT E OF FLAMINGO HARBOUR CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 1089, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

A/C AIR CONDITIONER
B.M. BENCHMARK
CB CALCULATED
CLF CABLE BOX
CLF CHAIN LINK FENCE
CONC CONCRETE
CSW CONCRETE SIDEWALK
DE DEED
DE DRAINAGE EASEMENT
DPUE DRAINAGE/PUBLIC UTILITY EASEMENT
EB ELECTRIC BOX
EOW EDGE OF WATER
EP EDGE OF PAVEMENT
FCR FIRE CAPPED
FCM FOUND CONC MONUMENT
FIP FOUND IRON PIPE
FIR FOUND IRON ROD
FN FOUND NAIL
FND FOUND NAIL AND DISK
FNC FOUND NAIL CUT
LP LIGHT POLE
(M) MEASURED
MH MANHOLE
NCF NO CORNER FOUND
OHW OVERHEAD WRES
O/A OVER-ALL
P.C.P. PERMANENT CONTROL POINT
PLAT PLAT
PE POOL EQUIPMENT
PP POWER POLE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT OF WAY
SIR SET 1/2" IRON ROD WITH CAP - LB 6912
SND SET NAIL AND DISK LB 6912
TOB TOP OF BANK
TOS TOE OF SLOPE
TP TELEPHONE PEDESTAL
UE UTILITY EASEMENT
WM WATER METER
WV WATER VALVE
WDF WOOD FENCE



FEMA MAP - 120673 / 12071C0567F
FLOOD ZONE - AE
BASE ELEV. - 10' NAVD88

COVERED ENTRANCE
SCREEN ENCLOSURE
SCREEN ENCLOSURE WITH POOL

(C) 2020 BASIS OF BEARINGS IS R/W LINE (USING PLAT BEARING OR ASSUMED) UNLESS NOTED OTHERWISE

FLORIDA ADMINISTRATIVE CODE STATES IF LOCATION OF EASEMENTS OR RIGHTS OF WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR - IF FENCES ARE SHOWN, DISTANCES INDICATE APPROXIMATE DISTANCE ON OR OFF PROPERTY - OVERHANGS AND UNDERGROUND FOUNDATIONS OR UTILITIES HAVE NOT BEEN LOCATED AS PART OF THIS SURVEY.

(1) UNLESS STATED OTHERWISE THIS SURVEY IS AN AS-BUILT SURVEY SHOWING VISIBLE IMPROVEMENTS IN RELATION TO SURVEY MARKERS FOUND

**AFFORDABLE
SURVEYS**
239-283-1518

3366 STRINGFELLOW ROAD
ST JAMES CIT, FL 33956

CERTIFIED EXCLUSIVELY TO:
JOHN A & LISA A DIDIER

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT
USING FIELD SURVEY PREPARED UNDER MY DIRECTION AND IS
NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE
AND SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

DATE OF FIELD SURVEY

BILL HYATT
Surveyor & Mapper Number 4636
LB 6912

FLORIDASURVEYOR@AOL.COM
727-415-8305

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 34, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF UNIT E, FLAMINGO HARBOUR CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGE 372, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SAID UNIT E AND THE ARC OF A CURVE CONCAVE TO THE WEST (RADIUS = 460.00 FEET, INTERIOR ANGLE = 12°51'47", CHORD BEARING AND DISTANCE = N15°41'31"E, 103.05 FEET) FOR 103.27 FEET TO THE NORTHEAST CORNER OF AFORESAID UNIT E; THENCE S80°44'23"E, ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID UNIT E FOR 81.02 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE SOUTHERLY, ALONG THE ARC OF A CURVE CONCAVE TO THE EAST (RADIUS = 99.03 FEET, INTERIOR ANGLE = 10°58'54", CHORD BEARING AND DISTANCE = S10°08'49"W, 18.95 FEET) FOR 18.98 FEET TO A NON-TANGENT POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST (RADIUS = 46.50 FEET, INTERIOR ANGLE = 65°48'43", CHORD BEARING AND DISTANCE = S29°08'53"W, 50.53 FEET) FOR 53.42 FEET TO A NON-TANGENT POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY, ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHWEST (RADIUS = 175.17 FEET, INTERIOR ANGLE = 6°55'36", CHORD BEARING AND DISTANCE = S65°31'51"W, 21.16 FEET) FOR 21.18 FEET TO A NON-TANGENT POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST (RADIUS = 205.17 FEET, INTERIOR ANGLE = 7°57'39", CHORD BEARING AND DISTANCE = S64°10'21"W, 28.48 FEET) FOR 28.51 FEET TO A POINT OF NON-TANGENCY; THENCE S59°24'50"W FOR 19.14 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF AFORESAID UNIT E; THENCE N67°52'36"W, ALONG SAID EASTERLY PROLONGATION FOR 19.98 FEET TO THE POINT OF BEGINNING. CONTAINING 6997 SQUARE FEET MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

BEARINGS ARE BASED ON THOSE SHOWN ON THE PLAT OF FLAMINGO HARBOUR CONDOMINIUM.

From: [Amy Baker](#)
To: [O'Brien, Robin](#)
Cc: [Jason Green](#); jherin@foxrothschild.com; [Grady, Beverly](#)
Subject: RE: 21471 Widgeon Terrace-Application for Administrative Action
Date: Wednesday, March 17, 2021 3:20:00 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)

Thank you Robin,

We are in receipt of your Application for Administrative Action for 21471 Widgeon Terrace.



Amy Baker

Town Clerk
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL. 33931
Phone: (239) 765-0202 ext.1400



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

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

From: O'Brien, Robin <RObrien@ralaw.com>
Sent: Wednesday, March 17, 2021 3:18 PM
To: Amy Baker <Amy@fmbgov.com>
Cc: Jason Green <jasongreen@axiscompanies.com>; jherin@foxrothschild.com; Grady, Beverly <BGrady@ralaw.com>
Subject: 21471 Widgeon Terrace-Application for Administrative Action

Hi Amy.

On behalf of Beverly Grady, attached please find an Application for Administrative Action for 21471 Widgeon Terrace.

Please note the original Application, together with copies, will be forwarded to you via Federal Express.

Robin O'Brien

Assistant to Sean M. Ellis, Beverly Grady, and Ashley L. Suarez



2320 First Street, Suite 1000

Ft. Myers, FL 33901
Direct Phone No.: 239.338-4254
Main Phone No: 239.337.3850
Fax No.: 239.337.0970
Email: robrien@ralaw.com
www.ralaw.com
Roetzel & Andress, A Legal Professional Association

Both Robin O'Brien and Roetzel & Andress intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently dispose of the original message and notify Robin O'Brien immediately at 239-338-4254. Thank you.

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



June 29, 2022

VIA E-MAIL ONLY (Green@fmbgov.com)

Jason Green, Community Development Director
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers, FL 33931

RE: Widgeon Terrace Map Amendment (FLUM)

Dear Mr. Green:

As requested, please find enclosed a copy of the current Future Land Use Map, (a) two copies in color and (b) one copy in black-and-white where we have located the Subject Property with an arrow. Also as requested please enclosed Exhibit 3 an 8.5x11 enlarged version of the Future Land Use Map. Also enclosed is the proposed map amendment Exhibit 4 showing the area that would become Mixed Residential and the new Wetlands Future Land Use Map designation.

Very truly yours,

ROETZEL & ANDRESS, LPA

Beverly Grady

BG

Enclosures:

- Exhibit 1: Color Future Land Use Map
- Exhibit 2: Black-and-white Future Land Use Map
- Exhibit 3: 8.5x11 current Land Use Map for Subject Property
- Exhibit 4: Proposed map amendment for Subject Property

Exhibit 3

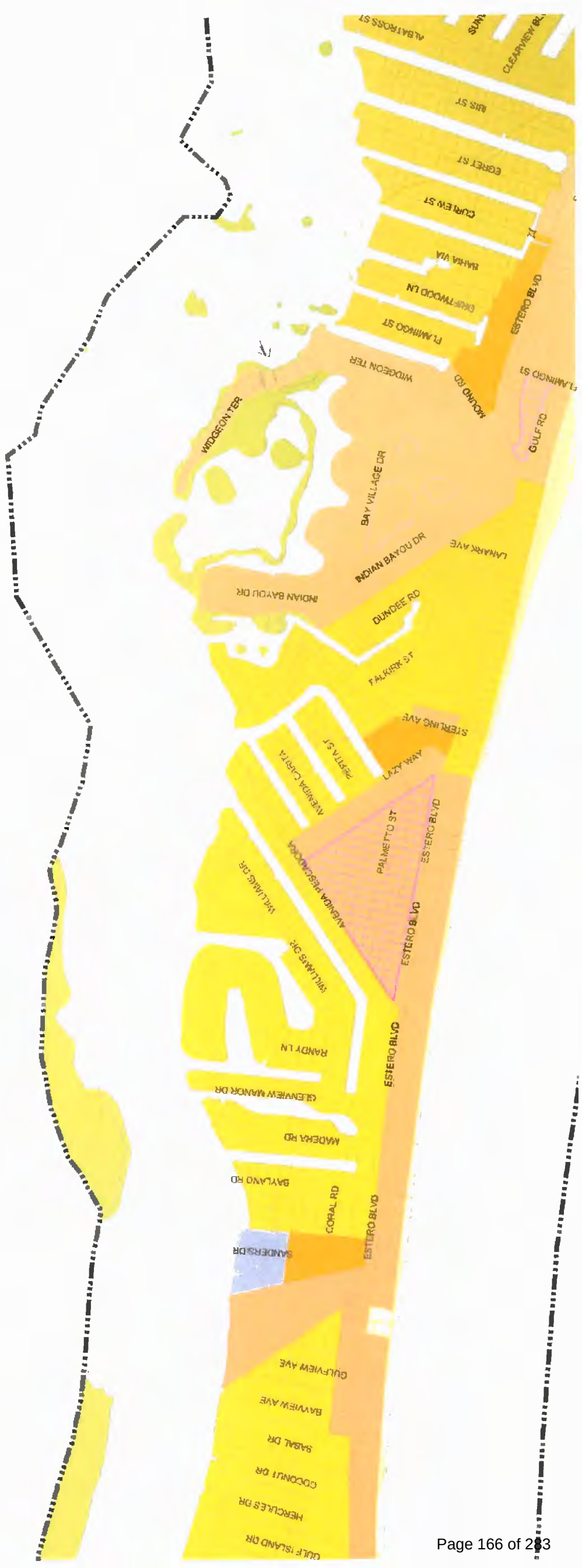
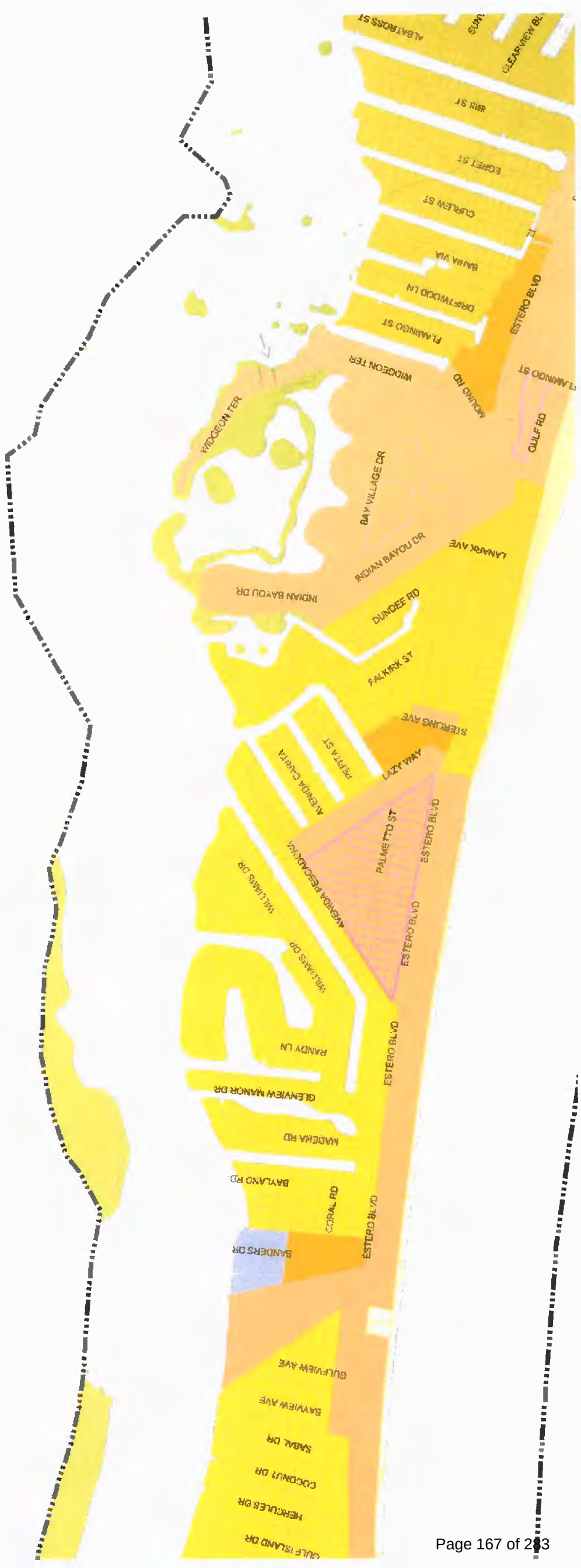
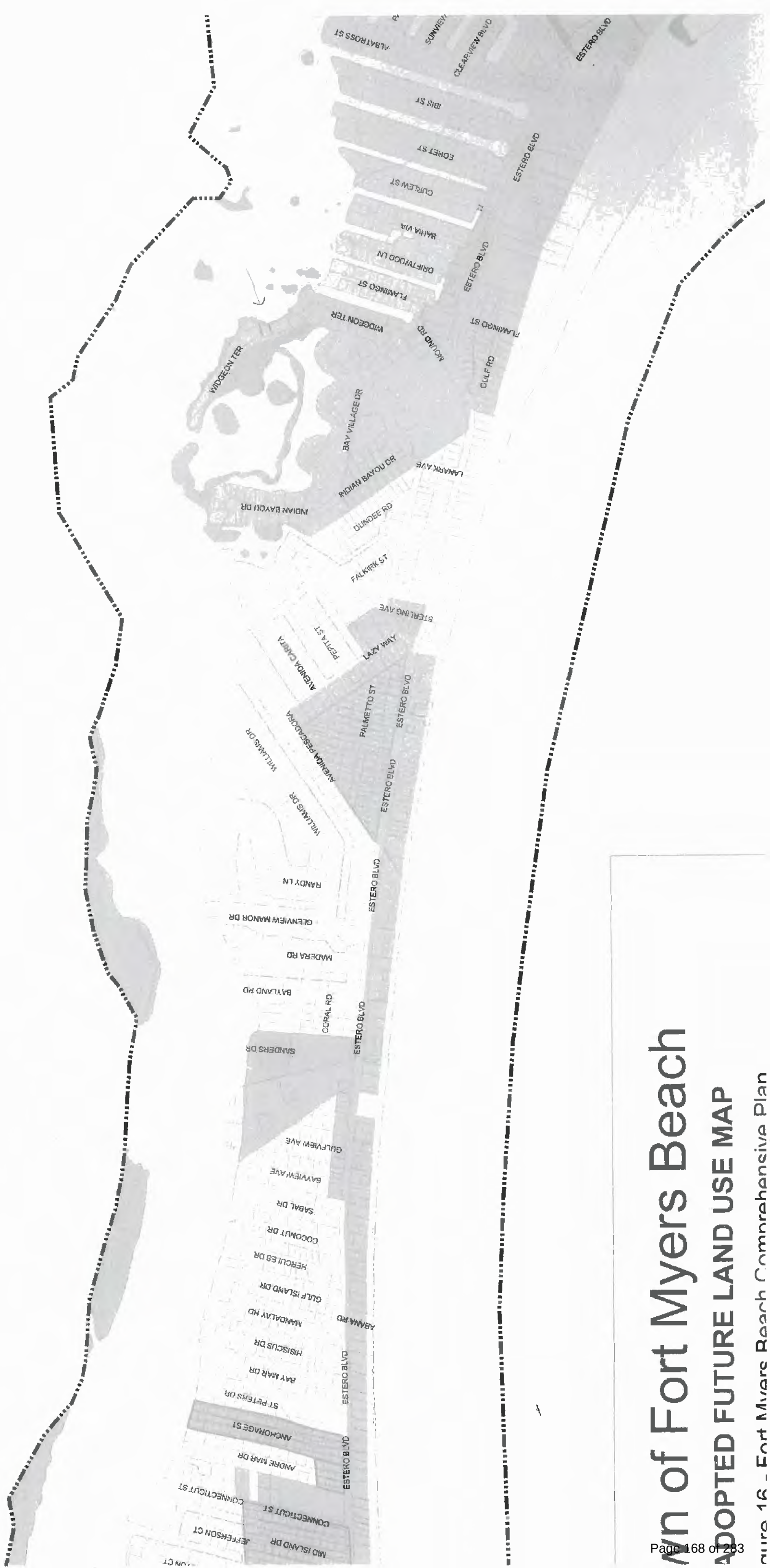


Exhibit 1





City of Fort Myers Beach ADOPTED FUTURE LAND USE MAP

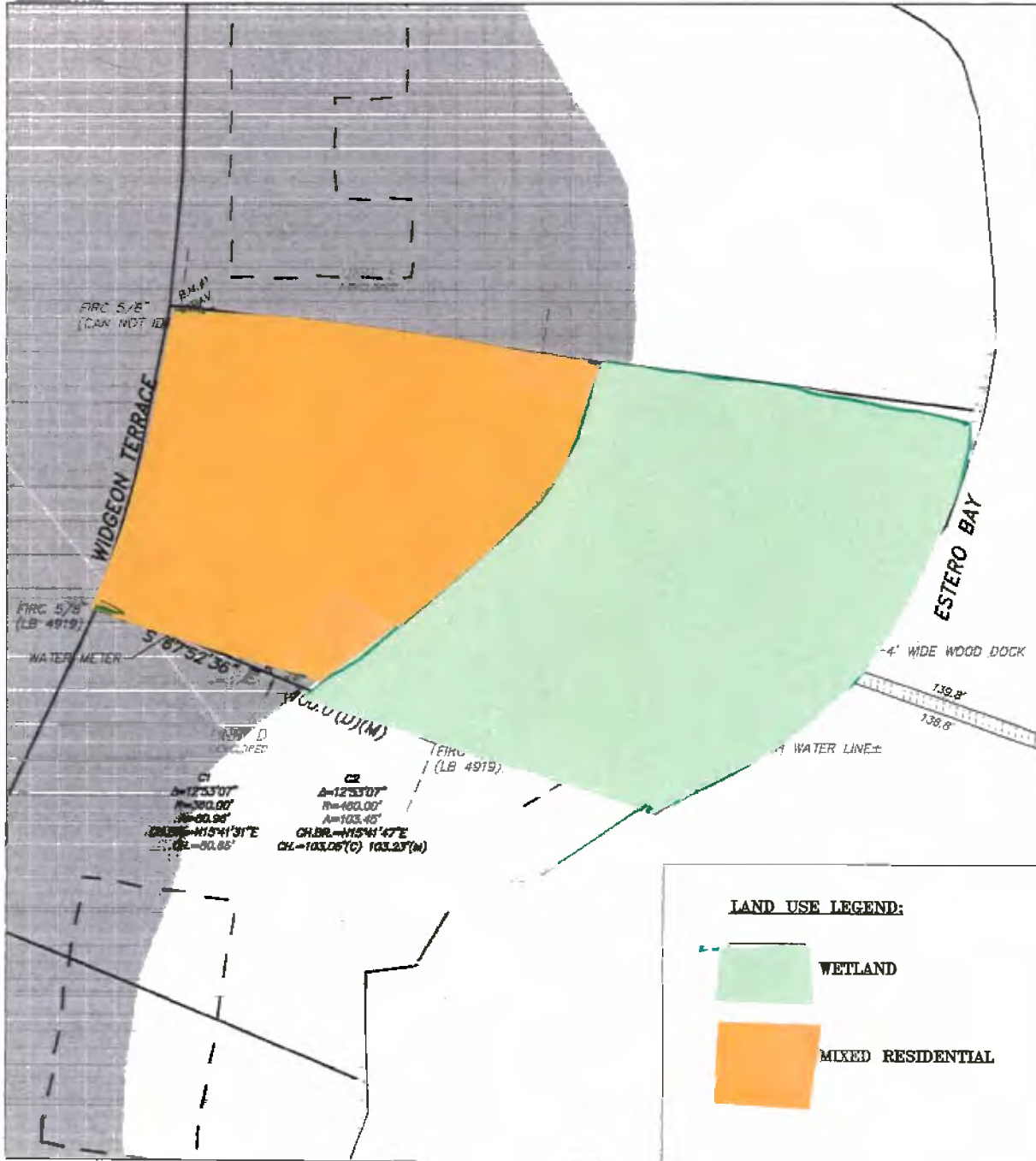
**BOUNDARY AND LOCATION SURVEY OF
21471 WIDGEON TERRACE
FORT MYERS BEACH, FLORIDA 33931**

LEGAL DESCRIPTION:

UNIT E OF FLAMINGO HARBOUR CONDOMINIUM, A CONDOMINIUM ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 1089, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ANY AMENDMENTS THERETO, TOGETHER WITH ITS UNDIVIDED SHARE IN THE COMMON ELEMENTS.

A/C AIR CONDITIONER
B.M. BENCHMARK
(C) CALCULATED
CB CABLE BOX
CLF CHAIN LINK FENCE
CONC CONCRETE
CSW CONCRETE SIDEWALK
DEED
DE DRAINAGE EASEMENT
DPUE DRAINAGE/PUBLIC UTILITY EASEMENT
EBW ELECTRIC BOX
EDW EDGE OF WATER
EP EDGE OF PAVEMENT
FCH FCH CAPPED
FCH FOUND CONC MONUMENT
FIP FOUND IRON PIPE
FIR FOUND IRON ROD
FN FOUND NAIL
FND FOUND NAIL AND DISK
FSC FOUND 1/2 CUT
LP LIGHT POLE
(M) MEASURED
MH MANHOLE

NCF NO CORNER FOUND
O/W OVERHEAD WIRES
O/A OVER-ALL
P.C.P. PERMANENT CONTROL POINT
(P) PLAT
PE POOL EQUIPMENT
PP POWER POLE
PDB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R/W RIGHT OF WAY
SIR SET 1/2" IRON ROD WITH CAP - LB 6912
SND SET NAIL AND DISK LB 6912
TOB TOP OF BANK
TOS TOE OF SLOPE
TP TELEPHONE PEDESTAL
UE UTILITY EASEMENT
WM WATER METER
WV WATER VALVE
WDF WOOD FENCE



COVERED ENTRANCE
SCREEN ENCLOSED AREA
SCREEN ENCLOSED WITH POOL

(C) 2020 BASIS OF BEARINGS IS R/W LINE (USING PLAT BEARING OR ASSUMED) UNLESS NOTED OTHERWISE
FLORIDA ADMINISTRATIVE CODE STATES IF LOCATION OF EASEMENTS OR RIGHTS OF WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR - IF FENCES ARE SHOWN, DISTANCES INDICATE APPROXIMATE DISTANCE ON OR OFF PROPERTY

THIS IS AN AS-BUILT SURVEY SHOWING VISIBLE IMPROVEMENTS IN RELATION TO SURVEY MARKERS FOUND

CERTIFIED EXCLUSIVELY TO:
JOHN A & LISA A DIDIER

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT USING FIELD SURVEY PREPARED UNDER MY DIRECTION AND IS NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE.

DATE OF FIELD SURVEY
BILL HYATT
Surveyor & Mapper Number 4636
LB 6912

FLORIDASURVEYOR@aol.com
727-415-8305

Existing
Ex 3

**BOUNDARY AND LOCATION SURVEY OF
21471 WIDGEON TERRACE
FORT MYERS BEACH, FLORIDA 33931**

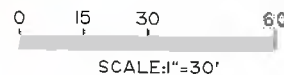
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A/C	AIR CONDITIONER	N/C	NO CORNER FOUND
B.M.	BENCHMARK	OW	OVERHEAD WIRE
C	CALCULATED	O/A	OVER-ALL
CB	CABLE BOX	P.C.P.	PERMANENT CONTROL POINT
CLF	CHAIN LINK FENCE	PL	PLAT
CONC	CONCRETE	PE	POOL EQUIPMENT
CSW	CONCRETE SIDEWALK	PP	POWER POLE
D	DEED	POB	POINT OF BEGINNING
DE	DRAINAGE EASEMENT	POC	POINT OF COMMENCEMENT
DRUE	DRAINAGE/PUBLIC UTILITY EASEMENT	R/W	RIGHT OF WAY
EB	ELECTRIC BOX	S/R	SET 3/4" IRON ROD WITH CAP
EOW	EDGE OF WATER	SND	SET NAIL AND DISK
EP	EDGE OF PAVEMENT	TDS	TOP OF BANK
FOR	FOR CAPPED	TDS	TOP OF BANK
FOF	FOUND CONC MONUMENT	TP	TELEPHONE TOWER
FOIP	FOUND IRON PIPE	UE	UTILITY EASEMENT
FOIR	FOUND IRON ROD	WM	WATER METER
FOIR	FOUND IRON ROD	WV	WATER VALVE
FND	FOUND NAIL AND DISK	WDF	WOOD FENCE
FXC	FOUND X CUT		
LP	LIGHT POLE		
(M)	MEASURED		
MR	MANHOLE		



LAND USE LEGEND:



**FEMA MAP - 120673 / 12071C0567F
FLOOD ZONE - AE
BASE ELEV. - 10' NAVD88**

(C) 2020 BASIS OF BEARINGS IS R/W LINE (USING PLAT BEARING OR ASSUMED) UNLESS NOTED OTHERWISE
FLORIDA ADMINISTRATIVE CODE STATES IF LOCATION OF EASEMENTS OR RIGHTS OF WAY OF RECORD, OTHER THAN THOSE ON RECORD PLATS IS REQUIRED, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR - IF FENCES ARE SHOWN, DISTANCES INDICATE APPROXIMATE DISTANCE ON OR OFF PROPERTY LINES OR UTILITIES HAVE NOT BEEN LOCATED AS PART OF THIS SURVEY.

AN AS-BUILT SURVEY SHOWING VISIBLE IMPROVEMENTS IN RELATION TO SURVEY MARKERS FOUND

**PROPOSED
FLUM
EX 41**

**CERTIFIED EXCLUSIVELY TO:
JAN A & LISA A DIDIER**

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT USING FIELD SURVEY PREPARED UNDER MY DIRECTION AND IS NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE.

DATE OF FIELD SURVEY

BILL HYATT
Surveyor & Mapper Number 4636
LB 6912

FLORIDASURVEYOR@AOL.COM
727-415-8305

September 14, 2021

John and Lisa Didier
2010 Timberale Court
Ft. Wayne, Indiana 46845

Subject: **21471 Widgeon Terrace – Wetland Line Evaluation**

Dear Mr. & Mrs. Didier

During September of 2021, Hans Wilson & Associates (HWA) conducted an environmental assessment of the current wetlands at the subject site at 21471 Widgeon Terrace, Ft. Myers Beach, Florida 33931. The site is within Section 34, Township 46 South, Range 24 East, in Lee County, Florida. This environmental assessment includes the following elements:

- Review of soil types mapped within the site boundaries;
- Review of current & historical wetland lines

SOILS

According to the Soil Survey of Lee County, Florida, prepared by the U.S. Department of Agriculture (USDA), Natural Resource Conservation Service (NRCS), two (2) soil types exist within the subject site. These soil types include the following:

- **St. Augustine organic substratum-urban land complex, 0 to 2 percent slopes (#25)**
- **Wulfert muck, tidal-urban land complex, 0 to 1 percent slopes (#140)**

The Florida Association of Environmental Soil Scientists (FAESS) considers the main components of the Wulfert muck soil type associated with the property to be **hydric** in nature. Additionally, the FAESS considers inclusions existing within the St. Augustine soil type associated with the property to be **hydric** in nature. This information can be found in the Hydric Soils of Florida Handbook, Fourth Edition, March 2007.

Wetland Line Review:

While the soil map (**Figure 4**), shows the soil found on the eastern portion of the property to be a hydric, muck soil type, but this is no longer accurate. The last time the soils were mapped in Lee County Florida, was in 1981. Since then, development and infrastructure has taken over county wide. Refer to attached images one, two, and three to see the soil that was discovered in three different soil pit locations. Within the soil cores, no muck, mucky mineral, or organic material/soil types were discovered in any of the soil cores. The only location of muck was at the vegetation line where the mangroves are located, which is clear on the aerials.

The only location that matched soils, hydrology, and vegetation to consider it a wetland according to F.A.C. 62-340 was the far east boundary where the mangroves are located (**Figure 5**). In the subject area where the pool is being proposed, no soils, hydrology, or vegetation was present to be able to delineate it as a wetland.

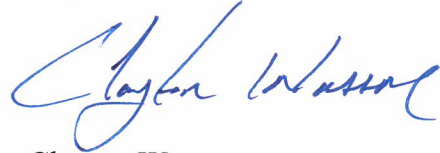
The 1999 Future Land Use Map (FLUM) wetland evaluation of the project site appears incorrect for its time, and not up to date for 2021. Referring to the 1990 historic aerial (**Figure 6**) one can see a clear vegetation break from the wetland mangroves to the uplands. This was before any development was on the subject site, and the clear vegetation break matches the 2021 delineation line almost exactly.

Looking at the 1999 Historic Aerial (**Figure 7**), it is clear the FLUM wetland line (is too high and incorrect not only for its time, but especially in 2021. Evaluating the historic aerial, and the 2021 wetland delineation, once again the vegetation break follows the 2021 delineation line. The subject site in 1999 already had the addition of a single-family structure, which cleared the lot up to the vegetation break, which in turn, matches the 2021 wetland delineation.

Considering the 2021 site evaluation, there are no wetlands where the owner is proposing the pool construction. No soils, vegetation or hydrology was present in that area and cannot be considered a wetland according to F.A.C. 62-340. Along with the 2021 evaluation, historic aerials show the wetland line consistent throughout the years matching what was recently delineated, and further showing that the FLUM is outdated and incorrect. The proposed pool construction is located completely in uplands and should have no environmental limitations regarding wetland impacts.

The environmental limitations described in this document are based on observations and technical information available on the date of the on-site evaluation. This report is for general planning purposes only. The limits of any on-site wetlands/surface waters can only be determined and verified through field delineation and/or on-site review by the associated regulatory agencies. Should you have any questions or require any additional information, please do not hesitate to contact our office at (239)-334-6870. Thank you.

Regards,



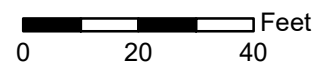
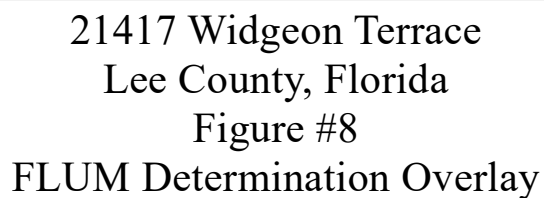
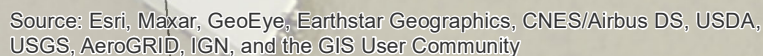
Clayton Wasson
Environmental Specialist



Hans Wilson
President & Principal Engineer

Enclosures: Standard Business Terms & Conditions, Method of Compensation

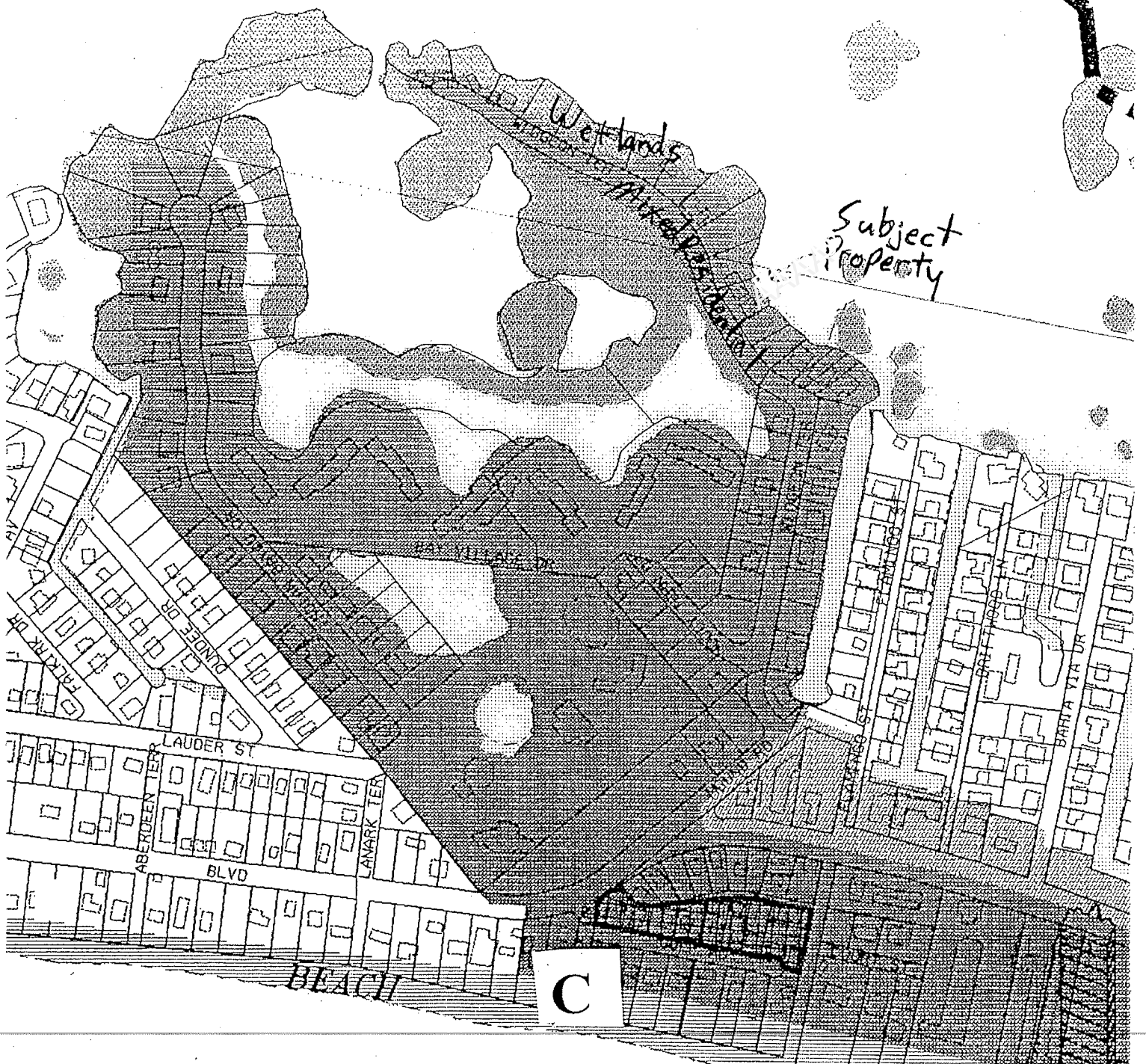
Wetland Line Since 1990



Project: Didier1
Produced By: CAW
Date: 11/5/2021

FT. MYERS BEACH FUTURE LAND USE MAP

Future Land Use Map

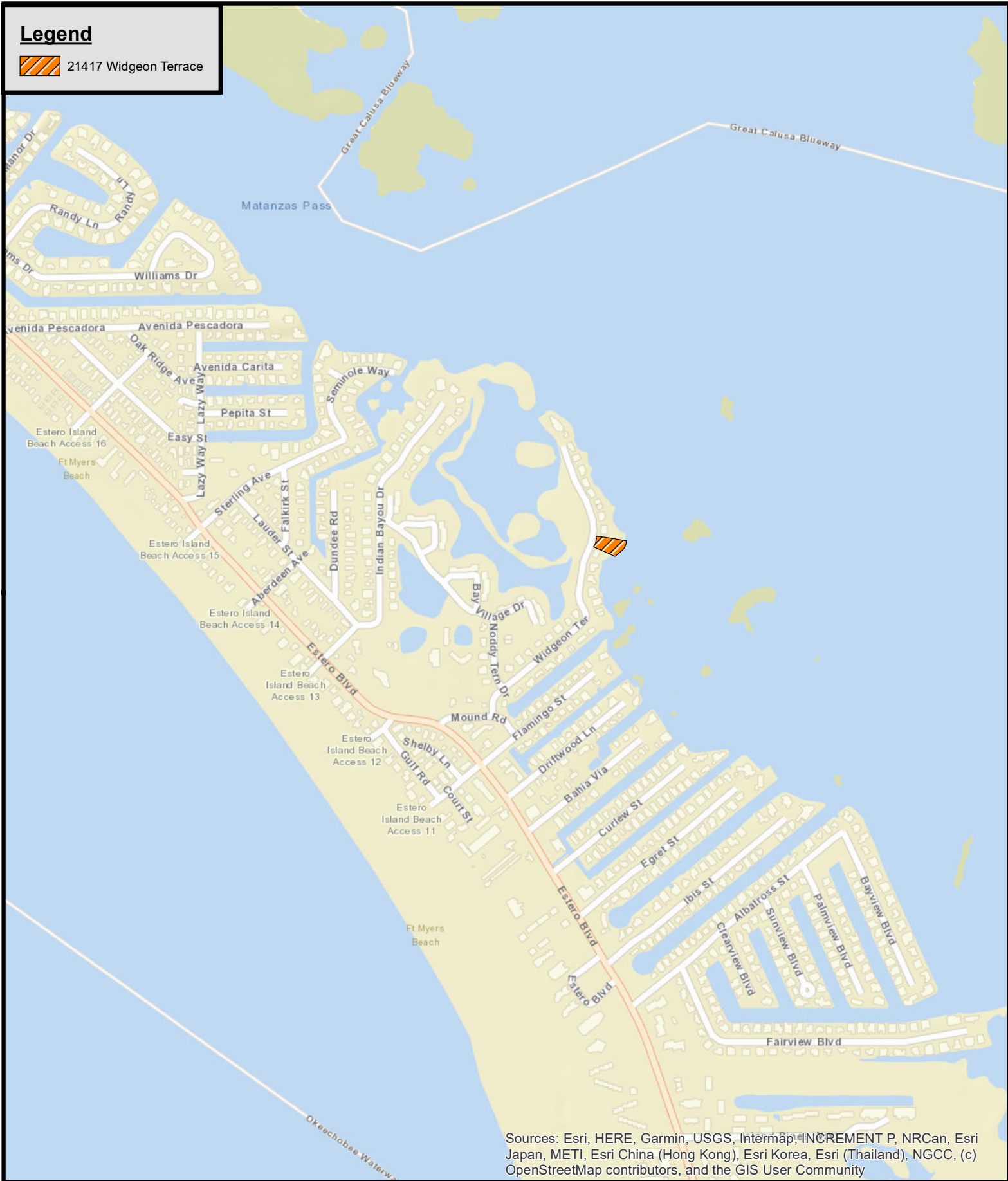




FIGURES

Legend

 21417 Widgeon Terrace



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



Legend

- 21417 Widgeon Terrace
- Lee County Parcel Boundary



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

21417 Widgeon Terrace
Lee County, Florida
Figure #2
2021 Aerial



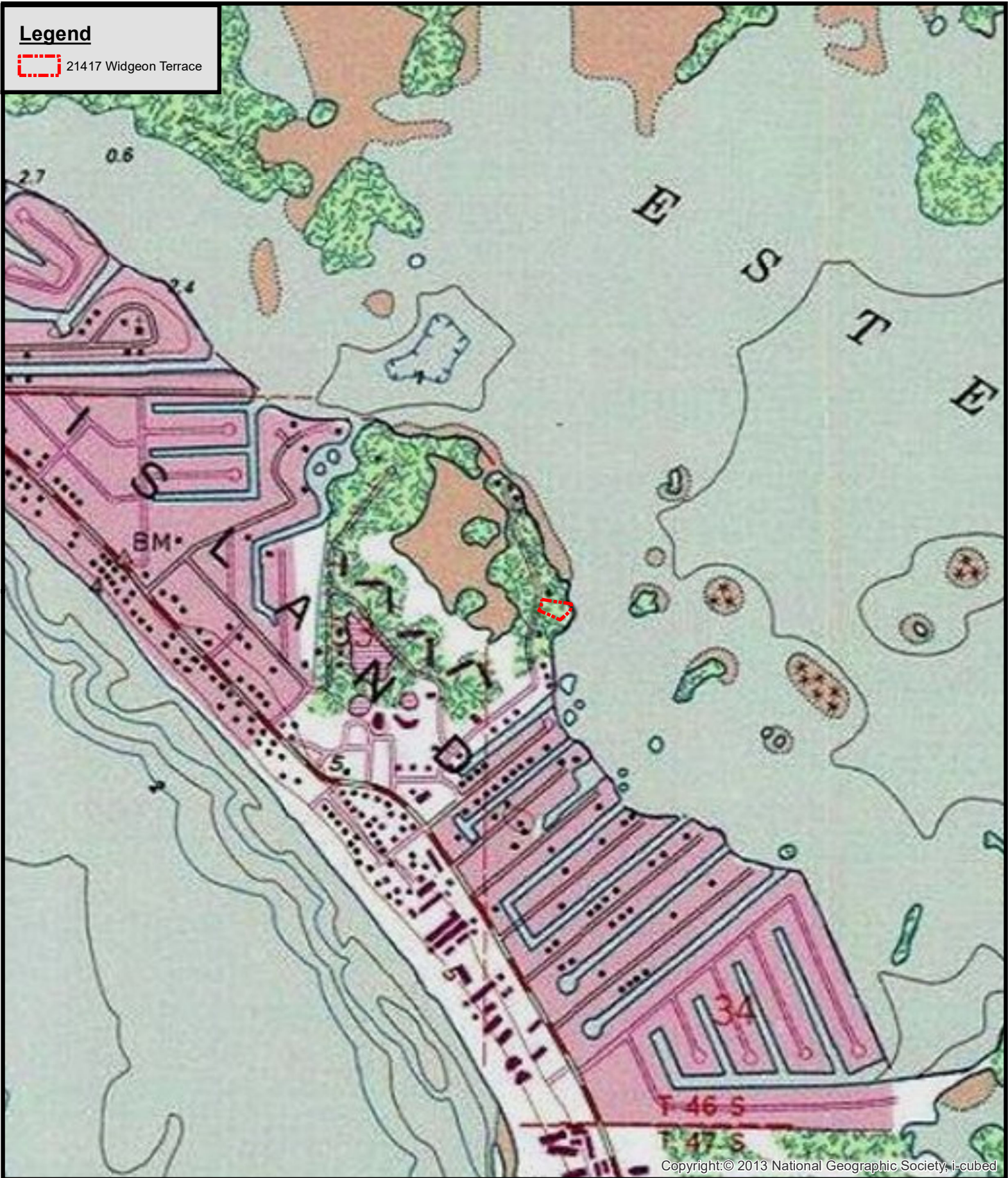
0 40 80 Feet

Project: Didier1
Produced By: CAW

Date: 9/27/2021
Page 180 of 283

Legend

 21417 Widgeon Terrace

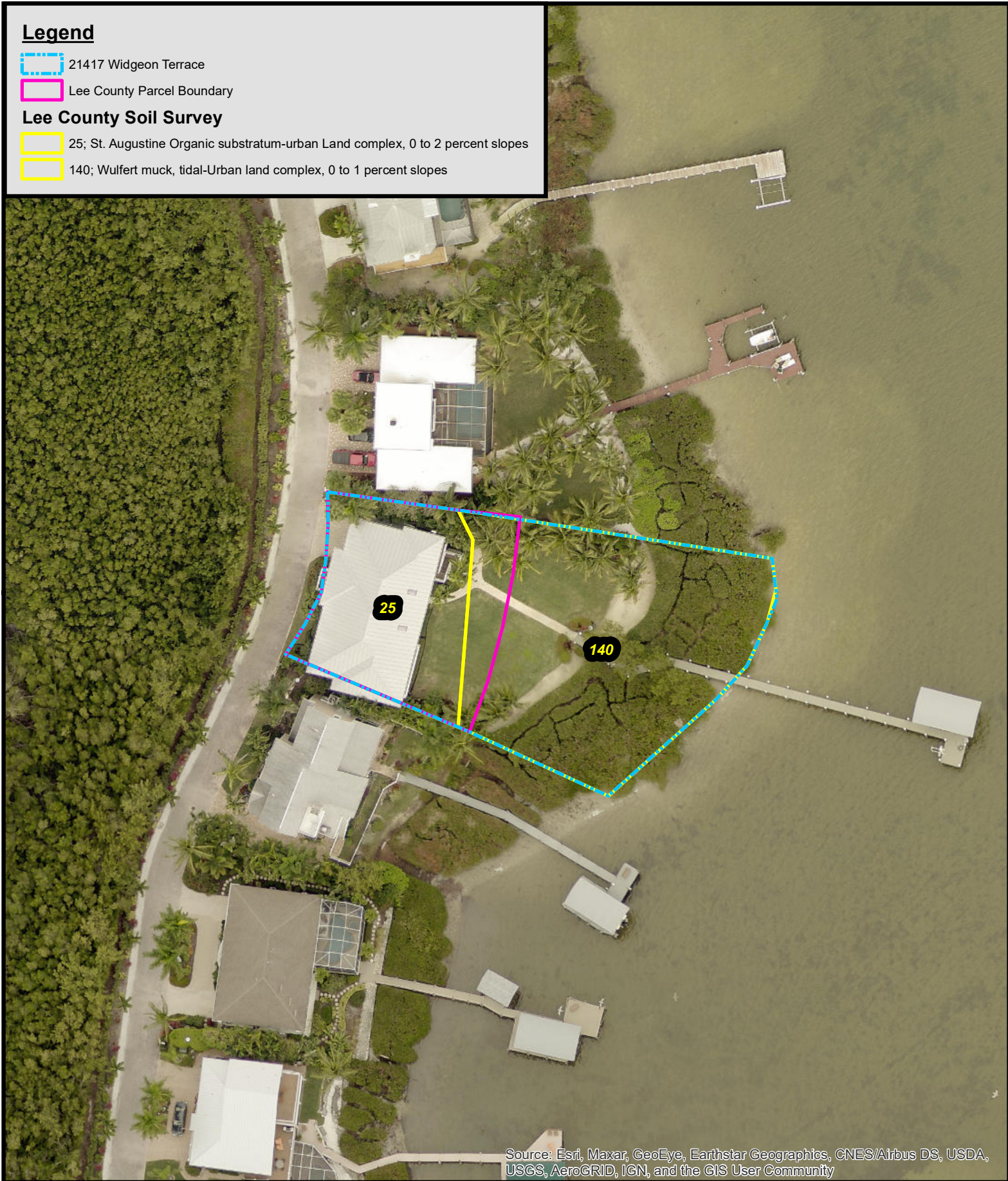


Legend

- 21417 Widgeon Terrace
- Lee County Parcel Boundary

Lee County Soil Survey

- 25; St. Augustine Organic substratum-urban Land complex, 0 to 2 percent slopes
- 140; Wulfert muck, tidal-Urban land complex, 0 to 1 percent slopes

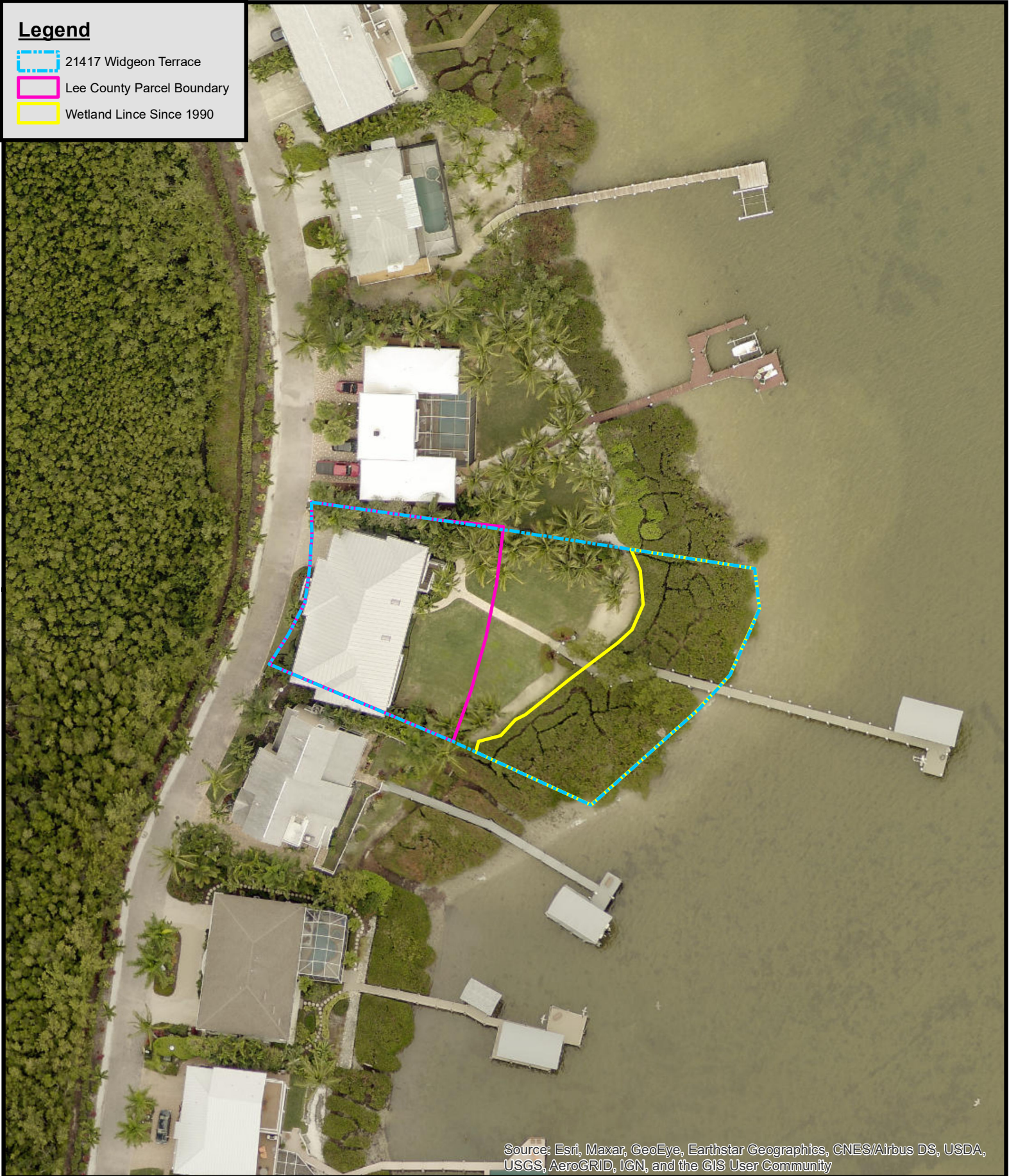


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Legend

- 21417 Widgeon Terrace
- Lee County Parcel Boundary
- Wetland Lince Since 1990



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

21417 Widgeon Terrace Lee County, Florida Figure #5 Wetland Delineation



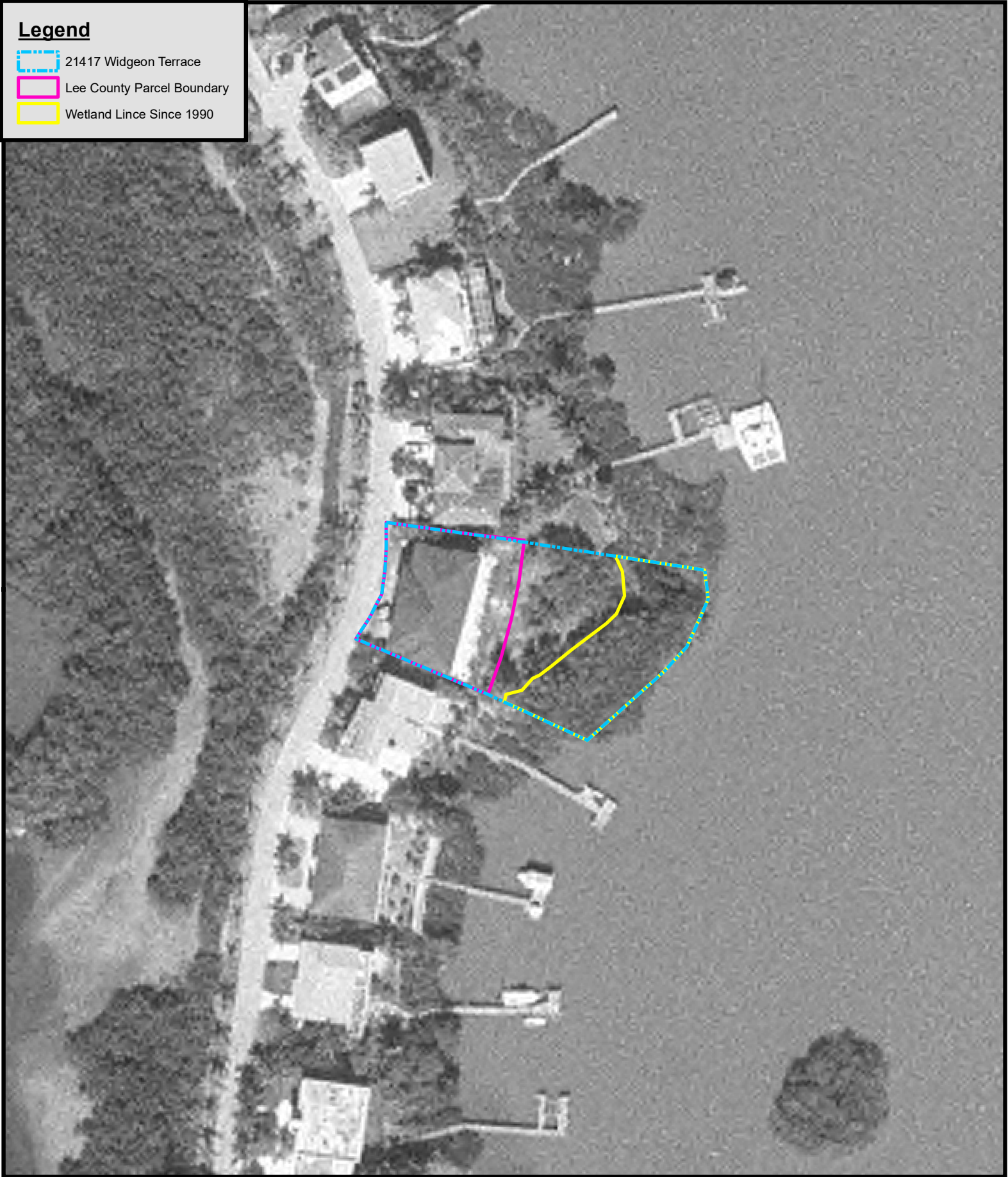
Legend

- 21417 Widgeon Terrace
- Lee County Parcel Boundary
- Wetland Lince Since 1990



Legend

- 21417 Widgeon Terrace
- Lee County Parcel Boundary
- Wetland Since 1990



IMAGES

SOIL CORE #1 SOIL RESULTS



SOIL CORE #2 SOIL RESULTS



SOIL CORE #3 SOIL RESULTS





Town of Fort Myers Beach
Community Development Services - Planning Division
2525 Estero Blvd,
Fort Myers Beach, FL 33931

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Notice is hereby given that the Town Council of the Town of Fort Myers Beach will hold a public hearing which will take place at DiamondHead Beach Resort, 2000 Estero Boulevard, Fort Myers Beach, Florida, 33931.

TIME: 9 AM

DATE: November 6, 2023

CASE: CPA2020084

ADDRESS: 21471 Widgeon Ter

APPLICANT: Roetzel & Andress

REQUEST: The applicant is requesting a small scale future land use map amendment to change a Wetland district designation to Mixed Residential for a portion of the property located at 21471 Widgeon Terrace and part of the adjacent common element property of Flamingo Harbor Condominium.

TOWN CONTACT: SARAH PROPST SARAH.PROPST@FMBGOV.COM

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence. At this hearing the **Town Council** will review the application materials and hear testimony to make a **decision**. Complete records or transcripts of the proceedings are not provided by the Town.

Copies of the application and staff report are available for viewing at Fort Myers Beach Town Hall. Call 239-765-0202 for more information. Town Hall is open between the hours of 8:30 AM and 4:30 PM. Reasonable accommodations will be made in accordance with the Americans with Disabilities Act. If you need reasonable accommodation, contact Town Hall at 239-765-0202.



Town of Fort Myers Beach
Community Development Services - Planning Division
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Town of Fort Myers Beach
2525 Estero Blvd,
Fort Myers Beach, FL 33931

Town of Fort Myers Beach
2525 Estero Blvd,
Fort Myers Beach, FL 33931

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

Town of Fort Myers Beach
2525 Estero Blvd,
Fort Myers Beach, FL 33931

Town of Fort Myers Beach
2525 Estero Blvd,
Fort Myers Beach, FL 33931

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»

1. **Requested Motion:**

Meeting Date: November 20, 2023

Approve the monthly schedule for Town Council meetings for calendar year 2024

Why the action is necessary:

Assists to prepare the calendar for the upcoming months

What the action accomplishes:

Sets the 2024 Council schedule

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

Town Council establishes its meeting schedule each year.

Attachments:

1. PROPOSED 23-24 Town Council Meeting Schedule

Financial Impact:

None

6. **Alternative Action**

Select alternative dates.

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 - 11/8/2023
Approved - 11/14/2023
Approved - 11/15/2023
Final Approval - 11/15/2023



2023/2024 PROPOSED Town Council Meeting Schedule

JANUARY 2024

Monday, January 8, 2024	9:00 a.m.	Regular Town Council meeting
Thursday, January 11, 2024	9:00 a.m.	Management & Planning Session
Monday, January 22, 2024	9:00 a.m.	Regular Town Council meeting

FEBRUARY 2024

Monday, February 5, 2024	9:00 a.m.	Regular Town Council meeting
Thursday, February 8, 2024	9:00 a.m.	Management & Planning Session
Tuesday, February 20, 2024	9:00 a.m.	Regular Town Council meeting

MARCH 2024

Monday, March 4, 2024	9:00 a.m.	Regular Town Council meeting
Thursday, March 7, 2024	9:00 a.m.	Management & Planning Session
Monday, March 18, 2024	9:00 a.m.	Regular Town Council meeting

APRIL 2024

Monday, April 1, 2024	9:00 a.m.	Regular Town Council meeting
Thursday, April 4, 2024	9:00 a.m.	Management & Planning Session
Monday, April 15, 2024	9:00 a.m.	Regular Town Council meeting

MAY 2024

Monday, May 6, 2024	9:00 a.m.	Regular Town Council meeting
Thursday, May 9, 2024	9:00 a.m.	Management & Planning Session
Monday, May 20, 2024	9:00 a.m.	Regular Town Council meeting

JUNE 2024

Monday, June 3, 2024	9:00 a.m.	Regular Town Council meeting
Thursday, June 6, 2024	9:00 a.m.	Management & Planning Session
Monday, June 17, 2024	9:00 a.m.	Regular Town Council meeting

AUGUST 2024

Monday, August 5, 2024	9:00 a.m.	Regular Town Council meeting
Thursday, August 8, 2024	9:00 a.m.	Management & Planning Session
Monday, August 19, 2024	9:00 a.m.	Regular Town Council meeting

SEPTEMBER 2024

meeting dates/times TBD based on DOR requirements for millage and budget

OCTOBER 2024

Monday, October 7, 2024	9:00 a.m.	Regular Town Council meeting
Thursday, October 10, 2024	9:00 a.m.	Management & Planning Session
Monday, October 21, 2024	9:00 a.m.	Regular Town Council meeting

NOVEMBER 2024

Monday, November 4, 2024	9:00 a.m.	Regular Town Council meeting
Thursday, November 7, 2024	9:00 a.m.	Management & Planning Session
Monday, November 18, 2024	9:00 a.m.	Regular Town Council meeting

DECEMBER 2024

Monday, December 2, 2024	9:00 a.m.	Regular Town Council meeting
Thursday, December 5, 2024	9:00 a.m.	Management & Planning Session
Monday, December 16, 2024	9:00 a.m.	Regular Town Council meeting

1. **Requested Motion:**

Meeting Date: November 20, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, APPROVING BUDGET AMENDMENT #2 TO THE TOWN GENERAL FUND; AND OTHER TOWN FUNDS PROVIDING AUTHORITY; EFFECTIVE DATE.

Why the action is necessary:

This action will provide formal documentation of the sources and uses of funds from a budgetary perspective that was understood but not formalized during the state of emergency under which the Town was operating.

What the action accomplishes:

This action will provide formal documentation of the sources and uses of funds from a budgetary perspective that was understood but not formalized during the state of emergency under which the Town was operating.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Joe Onzick, Finance Director

5. **Background:**

We have 60 days after the end of the fiscal year to make any final adjustments to the budget.

Although expenditures were properly authorized throughout the year, the nature of the ongoing state of emergency, uncertainty of funding, and the necessity of expending funds for emergency operations and recovery efforts, it was not feasible to develop a budget for emergency spending in advance of the spending. This budget adjustment will formalize the understanding the spending decisions were based on at the time the decisions were made, as well as reflect the benefit of hindsight.

Attachments:

1. 23-159, Budget Amendment #2 - Fiscal Year End Adjustment
2. 23-159, Budget Amendment 2 - Detail

Financial Impact:

This action will provide formal documentation of the sources and uses of funds from a budgetary perspective that was understood but not formalized during the state of emergency under which the Town was operating.

6. **Alternative Action**

Town Council may reject the budget adjustment, or propose changes to add clarity.

7. **Management Recommendations:**

Finance Director recommends approval of this budget amendment.

8. **Recommended Approval:**

Joe Onzick, Finance Director
Joe Onzick, Finance Director
Gretchen R.H. Vose, Town Attorney

Created/Initiated - 11/8/2023
Approved - 11/8/2023
Approved - 11/8/2023

Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Approved - 11/13/2023
Final Approval - 11/13/2023

RESOLUTION NUMBER 23-159

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, APPROVING BUDGET AMENDMENT #2 TO THE TOWN GENERAL FUND; AND OTHER TOWN FUNDS PROVIDING AUTHORITY; EFFECTIVE DATE.

WHEREAS, Florida Statutes s. 200.065 establishes the method for adoption of a budget for all taxing authorities in the State of Florida and Florida Statutes s. 166.241 requires the governing body of each municipality in Florida to adopt a budget via ordinance or resolution before the start of each fiscal year; and

WHEREAS, on September 22, 2022, the Town Council of the Town of Fort Myers Beach, following due public notice, adopted a final operating budget for fiscal year 2022-23, as set forth with greater specificity in Town Resolution 22-33; and

WHEREAS, Section 11.05 of Article XI of the Charter of the Town of Fort Myers Beach provides that the Town Manager will report to Town Council regarding any anticipated excess revenues; any reduction of appropriations and any request for transfers for the Town operating budget, including the estimated amount of such increase, decrease, remedial action(s) taken, and recommendations as to any other steps to be taken; and

WHEREAS, Section 11.05(c) of Article XI of the Town Charter further provides that the Council shall take such action as it deems necessary to prevent or minimize any such deficit and for that purpose may, by resolution, reduce one or more appropriations; and

WHEREAS, the Town Manager has made various recommendations as set forth by Budget Amendment, which is attached hereto and hereby incorporated by reference.

IT IS HEREBY RESOLVED by the Town Council of Fort Myers Beach, Florida as follows.

Section 1. The above recitals as set forth in the various “Whereas” clauses are hereby adopted by reference and incorporated into the body of this Resolution.

Section 2. The Town Council hereby approves, adopts and accepts Budget Amendment #2, which is attached as a formal amendment to the 2022-23 Town Budgets. The Town Council further finds that Budget Amendment #2 is consistent with the requirements of Section 11.05 (a), (c) and (d) of Article XI of the Town Charter in that such amendment is anticipated to prevent or minimize an anticipated revenue deficit.

Section 3. This resolution is effective immediately upon adoption.

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

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

ADOPTED this 20th day of November, 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:

Vose Law Firm, Town Attorneys

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

Budget Amendment #2: Final Budget Adjustment for Fiscal Year 2023

Account	Description	Adjustment	Explanation
General Fund Expense Adjustments			
10.12.512.51000	Executive Salaries	100,000	Former Town Manager Termination Payout
10.12.512.53401	Contracted Services	123,000	Interim Town Manager
10.18.514.53101	Legal Services	34,000	Former Town Attorney
10.19.519.58100	Contingency	(300,000)	Fund department budget overages
10.21.524.51200	Regular Wages	27,000	Residual Code Enforcment Gen Fund expenses
10.21.524.54200	Freight & Postage	4,000	Residual Code Enforcment Gen Fund expenses
10.21.524.54500	Insurance	8,000	Residual Code Enforcment Gen Fund expenses
10.21.524.55200	Operating Supplies	2,000	Residual Code Enforcment Gen Fund expenses
10.21.524.55206	Fuel	2,000	Residual Code Enforcment Gen Fund expenses
Emergency Fund Revenue Adjustments			
13.19.519.33150	FEMA Reimbursement	3,671,040	General Government - FEMA Reimbursement
13.19.519.36920	Insurance Claims	1,446,235	General Government - Insurance Claims
13.29.519.36920	Insurance Claims	1,536,949	Town Hall Maintenance - Insurance Claims
13.31.541.36920	Insurance Claims	281,463	Public Works Maintenance - Insurance Claims
13.33.543.36920	Insurance Claims	1,008	Marine Operations - Insurance Claims
13.34.545.36920	Insurance Claims	47,707	Parking Operations - Insurance Claims
13.37.579.36920	Insurance Claims	9,129	Bayside Park - Insurance Claims
13.40.533.33150	FEMA Reimbursement	4,000,000	Water Services - FEMA Reimbursement
13.40.533.36920	Insurance Claims	3,233,846	Water Services - Insurance Claims
13.50.572.36920	Insurance Claims	1,715,088	Bay Oaks Recreation Center - Insurance Claims
13.51.572.36920	Insurance Claims	247,878	Bay Oaks Pool - Insurance Claims
13.70.573.36920	Insurance Claims	633,944	Mound House - Insurance Claims
13.71.573.36920	Insurance Claims	373,961	Newton Park - Insurance Claims
13.72.579.33150	FEMA Reimbursement	3,487,287	Emergency Berm - FEMA Reimbursement
Emergency Fund Expense Adjustments			
13.19.519.53401	Contracted Services	3,671,040	General Government - FEMA Reimbursement
13.19.519.60000	Capital Outlay	1,446,235	General Government - Insurance Claims
13.29.519.53401	Contracted Services	1,536,949	Town Hall Maintenance - Insurance Claims
13.31.541.53401	Contracted Services	281,463	Public Works Maintenance - Insurance Claims
13.33.543.54605	Contracted Services	1,008	Marine Operations - Insurance Claims
13.34.545.63020	Signage	47,707	Parking Operations - Insurance Claims
13.37.579.54600	Repairs & Maintenance	9,129	Bayside Park - Insurance Claims
13.40.533.53401	Contracted Services	4,000,000	Water Services - FEMA Reimbursement
13.40.533.54600	Repairs & Maintenance	3,233,846	Water Services - Insurance Claims
13.50.572.54601	Repairs & Maintenance	1,715,088	Bay Oaks Recreation Center - Insurance Claims
13.51.572.54600	Repairs & Maintenance	247,878	Bay Oaks Pool - Insurance Claims
13.70.573.54601	Repairs & Maintenance	633,944	Mound House - Insurance Claims
13.71.573.60000	Capital Outlay	373,961	Newton Park - Insurance Claims
13.72.537.53401	Contracted Services	3,487,287	Emergency Berm - FEMA Reimbursement
Storm Water Fund Revenue & Expense Adjustments			
21.80.538.32520	Special Assessments	(365,000)	Reduction in revenue due to Hurricane Ian
21.80.538.60000	Capital Outlay	(365,000)	Reduction in revenue due to Hurricane Ian

Budget Amendment #2: Final Budget Adjustment for Fiscal Year 2023

Account	Description	Adjustment	Explanation
Bridge Loan Revenue & Expense Adjustments			
35.16.513.36110	Interest Income	120,000	Interest Earned on Bridge Loan Proceeds @ 4%
35.16.513.38400	Loan Proceeds	11,900,000	Bridge Loan Proceeds
35.16.513.80000	Add to Reserve	12,020,000	Reserved for Future Use
Capital Fund Revenue & Expense Adjustments			
40.19.519.33425	Local Support Grant	(485,000)	Did not incur any grant reimbursable expenses
40.19.519.60000	Capital Outlay	(485,000)	Did not incur any grant reimbursable expenses
40.37.572.33400	Grants	500,000	Volunteer Florida Grant for Bayside Park
40.37.572.63000	Infrastructure	500,000	Volunteer Florida Grant for Bayside Park
\$10 Million Capital Improvement Revenue Bond: Revenue & Expense Adjustments			
41.32.541.38400	Loan Proceeds	27,897	Capital Improvement Loan Draw - FY23 Expenses
41.32.541.63000	Infrastructure	27,897	Capital Improvement Loan Draw - FY23 Expenses
41.32.541.38400	Loan Proceeds	97,724	Capital Improvement Loan Draw - FY22 Expenses
41.32.541.80000	Add to Reserve	97,724	Capital Improvement Loan Draw - FY22 Expenses
41.37.572.38400	Loan Proceeds	16,507	Capital Improvement Loan Draw - FY23 Expenses
41.37.572.63550	Open Spaces	16,507	Capital Improvement Loan Draw - FY23 Expenses
41.37.572.38400	Loan Proceeds	1,085,680	Capital Improvement Loan Draw - FY22 Expenses
41.37.572.80000	Add to Reserve	1,085,680	Capital Improvement Loan Draw - FY22 Expenses
41.50.572.38400	Loan Proceeds	68,912	Capital Improvement Loan Draw - FY23 Expenses
41.50.572.54600	Repairs and Maintenance	3,540	Capital Improvement Loan Draw - FY23 Expenses
41.50.572.54608	Road Maintenance	29,016	Capital Improvement Loan Draw - FY23 Expenses
41.50.572.62000	Buildings	36,356	Capital Improvement Loan Draw - FY23 Expenses
41.50.572.38400	Loan Proceeds	676,251	Capital Improvement Loan Draw - FY22 Expenses
41.50.572.80000	Add to Reserve	676,251	Capital Improvement Loan Draw - FY22 Expenses
Water Fund Revenue & Expense Adjustments			
50.40.533.34330	Water Sales	(2,725,000)	Reduction in revenue due to Hurricane Ian
50.40.533.34336	Capital Reserve Fees	(145,000)	Reduction in revenue due to Hurricane Ian
50.40.533.34347	Fire Service Fee	(90,000)	Reduction in revenue due to Hurricane Ian
50.40.533.36900	Miscellaneous	(40,000)	Reduction in revenue due to Hurricane Ian
50.40.533.55230	Bulk Water for Resale	(800,000)	Reduction in revenue due to Hurricane Ian
50.40.533.60000	Capital Outlay	(2,200,000)	Reduction in revenue due to Hurricane Ian

1. **Requested Motion:**

Meeting Date: November 20, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING CERTAIN AMENDMENTS TO LOAN DOCUMENTS RELATING TO A LOAN FROM FIRST FLORIDA INTEGRITY BANK, N/K/A FIRST FOUNDATION PUBLIC FINANCE, PREVIOUSLY MADE ON OR ABOUT NOVEMBER 18, 2020 FOR THE PURPOSE OF FINANCING THE REDEVELOPMENT OF CERTAIN TOWN-WIDE CAPITAL IMPROVEMENT PROJECTS, AS DESCRIBED THEREIN; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID AMENDMENTS AS DESCRIBED HEREIN; PROVIDING FOR THE RIGHTS AND SECURITIES OF THE OWNER OF THE NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Approving the extension of the draw down period of the loan will preserve that option to fund the Town's portion of any costs incurred restoring and/or improving Bay Oaks, Bayside Park and/or Times Square over the next 6 months. Although the Town will make every effort to utilize grants and reimbursements to fund restoration and improvements to Bay Oaks, Bayside Park and Times Square, maintaining this funding option will ensure that the work will be completed in the event other sources of funding is not available.

What the action accomplishes:

Approving the extension of the draw down period of the loan will preserve that option to fund the Town's portion of any costs incurred restoring and/or improving Bay Oaks, Bayside Park and/or Times Square over the next 6 months.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Joe Onzick, Finance Director

5. **Background:**

The draw down period for the \$10 million Capital Improvement Revenue Note, Series 2020 is about to expire on November 17, 2023, leaving \$6.7 million of the \$10 million authorized loan amount unused. First Foundation Bank is willing to extend the draw down period 6 months (until May 17, 2024), which will enable us to utilize the remaining \$6.7 million for the original purpose of the loan, which was for capital improvements to Bay Oaks, Bayside Park and Times Square. The loan has a favorable interest rate of 3.15% through November 1, 2030, at which point it will be adjusted to the 10-Year Treasury plus 255 basis points, and remain at that adjusted rate for the remainder of the term of the loan, which is November 30, 2040. The fixed payment of \$48,446 is already included in the Fiscal Year 2024 budget.

Attachments:

1. 23-138, Resolution Authorizing First Amendment to Loan Agreement
2. 23-138, First Amendment to Loan Agreement

Financial Impact:

Although the Town will make every effort to utilize grants and reimbursements to fund restoration and improvements to Bay Oaks, Bayside Park and Times Square, maintaining this funding option will ensure that the work will be completed in the event other sources of funding is not available. The favorable interest rate of 3.15% makes this a viable source of funding for

the Town.

6. Alternative Action

Extending the terms of the loan will not obligate the Town to utilize the loan. But it will preserve that option to fund the Town's portion of any costs incurred restoring and/or improving Bay Oaks, Bayside Park and/or Times Square over the next 6 months.

7. Management Recommendations:

Management recommends approving extension of the loan.

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 - 10/26/2023
Approved - 10/26/2023
Approved - 10/26/2023
Approved - 10/26/2023
Final Approval - 10/26/2023

RESOLUTION NO. 23-138

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING CERTAIN AMENDMENTS TO LOAN DOCUMENTS RELATING TO A LOAN FROM FIRST FLORIDA INTEGRITY BANK, N/K/A FIRST FOUNDATION PUBLIC FINANCE, PREVIOUSLY MADE ON OR ABOUT NOVEMBER 18, 2020 FOR THE PURPOSE OF FINANCING THE REDEVELOPMENT OF CERTAIN TOWN-WIDE CAPITAL IMPROVEMENT PROJECTS, AS DESCRIBED THEREIN; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SAID AMENDMENTS AS DESCRIBED HEREIN; PROVIDING FOR THE RIGHTS AND SECURITIES OF THE OWNER OF THE NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 20-51 adopted by the Town Council of the Town of Fort Myers Beach, Florida (the "Town"), the Town entered into that certain Loan Agreement by and between the Town and First Florida Integrity Bank n/k/a First Foundation Public Finance (the "Bank") dated November 18, 2020 (the "Original Loan Agreement") whereby a loan in the amount not to exceed \$10,000,000 was made by the Bank to the Town for the purpose of financing certain Town-wide capital improvement projects within the Town; and

WHEREAS, the Original Loan Agreement provided that Town would draw down all of the funds within 36 months; and

WHEREAS, the Town and the Bank have agreed to amend the Original Loan Agreement to extend the period in which the funds can be drawn down; and

WHEREAS, the Town hereby determines it is in the best interest of the Town to amend the Original Loan Agreement and enter into a First Amendment to Loan Agreement by and between the Town and the Bank, a copy of which is attached hereto as **Exhibit A** (the "Amendment"); and

WHEREAS, the Town desires to approve the Amendment; and

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant the provisions of the Constitution and the laws of the State of Florida, Chapter 166, *Florida Statutes*, as amended, Chapter 202, *Florida Statutes*, as amended, the Town Charter, Chapters 24 and 26 of the Town Code, and other applicable provisions of law.

SECTION 2. RECITALS. It is hereby found, ascertained, determined and declared that:

A. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

B. The Town is a duly constituted and validly existing municipal corporation and public body corporate and politic of the State of Florida, with requisite powers derived from the Constitution and laws of the State of Florida and the Charter and ordinances of the Town to authorize, execute and deliver this Resolution and the Amendment and to carry out and perform its duties and obligations hereunder and thereunder.

SECTION 3. AUTHORIZATION OF THE AMENDMENT. The Town does hereby authorize the execution and delivery, on behalf of the Town, by the Mayor or Vice Mayor, under the seal of the Town, attested by the Town Clerk, of the Amendment by and between the Town and the Bank. The Amendment shall be in substantially the form attached hereto and marked Exhibit "A", and is hereby approved, with such changes therein as shall be approved by any of the authorized officers executing the same, with such execution constituting conclusive evidence of such officer's approval and the Town's approval of any changes therein to the form of the Amendment attached hereto.

SECTION 4. GENERAL AUTHORITY. The Town Council hereby authorizes the Mayor or the Vice Mayor, the Town Clerk, the Town Manager and the Town Attorney to execute the Amendment, this Resolution, and any and all other documents necessary in connection with delivery of the Amendment.

SECTION 5. PREREQUISITES PERFORMED. The Town has performed all acts, conditions, and things relating to the passage of this Resolution as are required by the Constitution and Laws of the State of Florida.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 8. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 9. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 10. MEMBERS OF THE TOWN COUNCIL EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution, or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the Town Council, as such, of the Town, past, present or future, either directly or through the Town it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the Town Council, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution or the Amendment or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the Town Council, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the Amendment, on the part of the Town.

SECTION 11. REPEALER. All resolutions or parts thereof in conflict herewith, if any, are hereby repealed.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption and authentication as provided by law.

[Remainder of this page intentionally left blank]

The foregoing Resolution was adopted by the Town Council upon a motion by Council Member _____ 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, Council Member _____
Bill Veach, Council Member _____
Karen Woodson, Council Member _____

ADOPTED this [] day of November 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH, FLORIDA

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, FLORIDA SOLELY:**

Vose Law Firm, Town Attorneys

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

EXHIBIT A

FORM OF FIRST AMENDMENT TO LOAN AGREEMENT

FIRST AMENDMENT TO LOAN AGREEMENT

By and between

**TOWN OF FORT MYERS BEACH, FLORIDA
(the "Town")**

and

**FIRST FOUNDATION PUBLIC FINANCE
F/K/A FIRST FLORIDA INTEGRITY BANK.
(the "Bank")**

Dated as of November [__], 2023

FIRST AMENDMENT TO LOAN AGREEMENT

THIS FIRST AMENDMENT TO LOAN AGREEMENT (the "Amendment") is made and entered into as of November [___], 2023, by and between the **TOWN OF FORT MYERS BEACH, FLORIDA** a municipal corporation and public body corporate of the State of Florida duly organized under the laws of the State of Florida and its successors and assigns (the "Borrower") and **FIRST FOUNDATION PUBLIC FINANCE, f/k/a FIRST FLORIDA INTEGRITY BANK** and its successors (the "Bank") for the purpose of amending the hereinafter described Loan Agreement.

WITNESSETH:

WHEREAS, the Borrower and the Bank previously entered into that certain Loan Agreement dated as of November 18, 2020, (the "Original Loan Agreement"), pursuant to which the Bank extended a loan to the Borrower in an amount not to exceed \$10,000,000 (the "Loan"); and

WHEREAS, the Borrower and the Bank wish to make certain amendments and modifications to the terms and conditions contained in the Original Loan Agreement.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Amendment to Original Loan Agreement. The first sentence of Section 3.01(b) of the Original Loan Agreement is hereby amended and restated as follows:

"Proceeds of the Loan may be drawn down by the Borrower as needed, but all proceeds of the Loan shall be drawn down by the Borrower no later than May 1, 2024".

2. Representations and Warranties.

A. In order to induce the Bank to execute and deliver this Amendment, the Borrower represents and warrants that the representations and warranties contained in the Original Loan Agreement are true and correct on the date hereof and are hereby incorporated by reference into the body of this Amendment as if set forth herein in their entirety, except for those representations and warranties given as of a specific date, and shall remain in effect until all obligations of the Borrower hereunder are discharged.

B. In addition to the foregoing, the Borrower represents and warrants as follows:

(i) The execution, delivery and performance by the Borrower of this Amendment and the Original Loan Agreement, as amended hereby, are within its powers, have been duly authorized by all necessary action and do not contravene any law or any contractual restriction binding on or affecting the Borrower.

(ii) No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by the Borrower of this Amendment or the Original Loan Agreement, as amended hereby.

(iii) This Amendment and the Original Loan Agreement, as amended hereby, constitute legal, valid and binding obligations of the Borrower, enforceable against the Borrower, in accordance with their respective terms.

3. Covenants. The Borrower hereby reaffirms its Original Loan Agreement to observe and perform each of the respective covenants and obligations of the Borrower contained in the Original Loan Agreement, except as may be modified by this Amendment.

4. Provisions of Original Loan Agreement Not Otherwise Modified. Except as expressly modified or amended hereby, the Original Loan Agreement shall remain in full force and effect. To the extent of any conflict between the terms of this Amendment and the Original Loan Agreement, the terms hereof shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon all parties, their successors and permitted assigns.

6. Complete Agreement. This Amendment constitutes the complete agreement between the parties hereto and incorporates all prior discussions, agreements and representations made in regard to the matters set forth herein.

7. Capitalized Terms. Capitalized terms used in this Amendment shall have the meanings assigned to them in the Original Loan Agreement unless the context hereof clearly dictates otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first set forth herein.

**TOWN OF FORT MYERS BEACH,
FLORIDA**

(SEAL)

By: _____
Dan Allers, Mayor

ATTEST:

By: _____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND
LEGAL:

Vose Law Firm, Town Attorneys

**FIRST FOUNDATION PUBLIC
FINANCE**

By: _____
Name: Trevor Mael
Title: Senior Vice President

1. **Requested Motion:**

Meeting Date: November 20, 2023

AUTHORIZE THE TOWN MANAGER TO WAIVE THE 70/30 SPLIT FEES FOR ATHLETIC CONTRACTUAL PROGRAMS HELD AT BAY OAKS TEMPORARILY, UNTIL OCTOBER 31ST 2024

Why the action is necessary:

To draw more participation in / awareness of Bay Oaks Programs. Help to build up fitness class attendance, to help persuade those who instruct them to teach at Bay Oaks.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Previous to September 2022, when Hurricane Ian greatly damaged Bay Oaks Recreation center, all Athletic Contractual Programs (i.e. Fitness Classes, yoga, etc.) were to pay Bay Oaks 30% of all ticket sales for use of the space and equipment needed to run the program. This was a recent increase from 25% the year before. Some instructors voiced disapproval of the increase, stating that it ate up too much of their potential earnings.

For the time being, considering that Bay Oaks will re-open very soon and being in peak season, there are a couple of instructors that would like to teach their classes at Bay Oaks but have an issue with the 30% share.

If we could offer a promotion: no fees, or fees waived for 10 months, this might entice more instructors to offer classes at Bay Oaks. This would in turn bring more people into the Recreation Center, broaden awareness of all the many programs offered and show good faith towards our community and our desire to spread health awareness.

Attachments:

Financial Impact:

At the peak of the season, the average monthly fee collected from Athletic Contractual Services would be anywhere from <\$10 to >\$100 per instructor.

6. **Alternative Action**

Do not approve of waiving the fee

7. **Management Recommendations:**

8. **Recommended Approval:**

Danielle Felton,
Jeff Hauge, Culture, Parks & Recreation Director
Joe Onzick, Finance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 11/8/2023
Approved - 11/14/2023
Approved - 11/14/2023
Approved - 11/14/2023
Approved - 11/15/2023
Final Approval - 11/15/2023

1. **Requested Motion:**

Meeting Date: November 20, 2023

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, PROVIDING FOR THE TENTATIVE AWARD OF A CONTRACT TO ANDREW SITEWORK LLC., FOR THE CONSTRUCTION OF THE TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS PROJECT – GROUPS A, B, C, AND D (BID NO. ITB-23-18-UT), PURSUANT TO THE FLORIDA STATE REVOLVING FUND LOAN PROGRAM, SUBJECT TO FDEP APPROVAL; AUTHORIZING EXECUTION OF THE CONTRACT DOCUMENTS BY THE TOWN MANAGER; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

To enter into a contract with Andrew Sitework, LLC to perform Tier 1 Side Streets Water and Stormwater Improvements for 17 side streets with six of these also have outfall improvements, and another 16 side streets with minimum outfall only improvements.

What the action accomplishes:

Approves and authorizes the Town Manager to execute contract documents subject to bid award approval by FDEP, as required for participation in the Florida SRF Loan Program, and ASW resolving any concerns to the satisfaction of the Town's contract manager.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Steve Poposki, Town Engineer,
Steve Matuska, Utilities
Manager

5. **Background:**

ITB-23-18-UT was issued and properly advertised on July 3rd, 2023, for the project named ITB-23-18-UT Tier 1 Side Streets Water and Stormwater Improvements, for 17 side streets with six of these also having outfall improvements, and another 16 side streets with minimum outfall only improvements. The project is sub divided into four groups (A to D). Bids were due by August 2, 2023. The bid resulted in two submittals: one from Andrew Sitework, LLC (ASW) for \$23,009,179.00, and another from Pavement Maintenance, LLC (PM) for \$44,418,609.32. More details are provided in the bid recommendation letter from Town's Engineering Consulting firm, Tetra Tech provided with an attachment. For more insight of the project understanding and any questions/concerns, a brief PowerPoint presentation will be presented to the Council by the Engineering consulting firm Tetra Tech.

Attachments:

1. 23-158, Tentative Award Resolution - Tier 1
2. Bid Letter - Tier 1
3. Bid Tab-ASW PMI OPCC
4. Signed Bid Tabulation ITB-23-18-UT

Financial Impact:

There are multiple funding sources for the project, including the primary source of funding being the State Revolving Fund (SRF) Loan Program, FDEP, HMGP for Hurricane Irma, and potential grants from other state and federal programs for Hurricane Ian, including the Resilient Florida Program. Notice to Proceed will only be issued after obtaining successful funding confirmation from the funding

sources.

6. Alternative Action

Do not approve the contract and re-bid the project

7. Management Recommendations:

Approve and authorize the Town Manager to execute the tentative award of a contract pending Florida DEP approval under the Florida SRF Loan Program, and ASW resolving all any concerns to the satisfaction of the Town's contract manager.

8. Recommended Approval:

Danielle Felton,
Steve Matuska, Utilities Manager
Steve Poposki, Town Engineer
Joe Onzick, Finance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 10/13/2023
Approved - 11/8/2023
Approved - 11/8/2023
Approved - 11/8/2023
Approved - 11/8/2023
Approved - 11/9/2023
Final Approval - 11/13/2023

RESOLUTION NO. 23- 158

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, PROVIDING FOR THE TENTATIVE AWARD OF A CONTRACT TO ANDREW SITEWORK, LLC., FOR THE CONSTRUCTION OF THE TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS PROJECT – GROUPS A, B, C, AND D. (BID NO. ITB-23-18-UT), PURSUANT TO THE FLORIDA STATE REVOLVING FUND LOAN PROGRAM, SUBJECT TO FDEP APPROVAL; AUTHORIZING EXECUTION OF THE CONTRACT DOCUMENTS BY THE TOWN MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town of Fort Myers Beach wishes to utilize funds from the Florida State Revolving Fund (SRF) Loan Program to perform the Tier 1 Side Streets Water and Stormwater Improvements Project – Groups A, B, C, and D. (Bid No. ITB-23-18-UT); and

WHEREAS, On August 2nd, 2023 proposals were received for the Tier 1 Side Streets Water and Stormwater Improvements Project – Group A, B, C, and D. (Bid No. ITB-23-18-UT); and

WHEREAS, Tetra Tech, Inc., the Town’s engineer for the project, has recommended award of the contract to Andrew Sitework, LLC., in the amount of \$23,009,179.00.

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

SECTION 1. The Town of Fort Myers Beach, a Florida municipal corporation, hereby tentatively awards the contract for the construction of the Tier 1 Side Streets Water and Stormwater Improvements Project – Group A, B, C, and D. (Bid No. ITB-23-18-UT) Andrew Sitework, LLC. for a total contract amount of \$23,009,179.00, subject to bid award approval by the Florida Department of Environmental Protection (FDEP).

SECTION 2. The Town Manager is hereby authorized to execute the contract documents.

SECTION 3. Effective Date. This resolution shall take effect immediately upon adoption.

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

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

ADOPTED this 20th day of November 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., Town Attorney

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



August 14, 2023

Jason Freeman, Utilities Director
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

**Subject: Tier 1 Side Streets Water and Stormwater Improvements
Groups A, B, C, and D (ITB-23-18-UT)
Recommendation of Award**

Tt #: 200-74765-18005

Dear Mr. Freeman:

Tetra Tech (Tt) has evaluated the lowest bid submitted for the Tier 1 Water and Stormwater Improvements project (ITB-23-18-UT). It was determined that the best method for procurement of this work was to openly bid the project in four separate groups and require prospective bidders to provide qualifications that would demonstrate the expertise necessary to complete the work. The requirements included successful completion of similar work in a coastal community and compliance with supplementary conditions stipulated by the Town's various grant funding sources. The Town received two bids. Andrew Sitework, LLC (ASW) submitted the lower bid, and Pavement Maintenance, LLC (PM) submitted the higher bid.

Below is a summary of the bid amounts and durations (day) received for each work group:

Group	Bid Amounts		Substantial Completion		Final Completion	
	ASW	PM	ASW	PM	ASW	PM
A	\$5,704,367.00	\$11,091,083.37	360	390	390	420
B	\$5,904,883.00	\$11,496,806.64	360	370	390	400
C	\$6,954,995.00	\$12,889,960.22	360	420	390	450
D	\$4,444,934.00	\$8,940,759.09	360	350	390	380
Total	\$23,009,179.00	\$44,418,609.32	1,440	1,530	1,560	1,650

ITB-23-18-UT is the third time the Tier 1 project has been bid. The first time was ITB-22-14-UT in May 2022, and the second time was ITB-22-26-UT in September 2022.

Mitchell and Stark (MS) submitted the sole bid in the amount of \$20,859,854.04 for ITB-23-18-UT. Their unit pricing was substantially higher than their contract unit pricing for previous construction projects completed for the Town and was 80 percent higher than the engineering opinion of probable cost at the time. On Tt's recommendation, and despite deeming them a responsive and responsible bidder, the Town declined to award a construction contract to MS given inflationary conditions in a volatile construction market with a lack of comparable bids.

To foster a more competitive bid process, the Town had Tt divide the project into four work groups upon which contractors could bid individually and collectively, and ITB-22-26-UT was advertised in August 2022. Two bids were received the following month, and R.P. Utility & Excavation Corp. (RPU) submitted the low bid in the total amount of \$24,923,538.85, which was 20% higher than MS's total bid amount just four months earlier. Given continued market volatility, in a letter dated September 27, 2022, Tt recommended awarding RPU a contract for Group A only (in the amount of \$6,566,163.05). The next day, Hurricane Ian devastated the island with Category 4 winds and 15 feet of storm surge.

After 10 months of recovery efforts demanding staff's full attention, ITB-23-18-UT represents a significant step toward resuming normal business operations for the Town, and a favorable result has been obtained. Although ASW's total bid amount is 10% higher than MS's original bid amount from May 2022, it is nearly 8% lower than RPU's total base bid amount from September 2022. Meanwhile, PM increased their previous total bid amount by nearly 13%. So, ASW's bid is clearly competitive and exceeds expectations given sustained construction cost inflation over the past year. Therefore, Tt recommends awarding a contract for all groups to ASW and issuing separate Notices to Proceed for each group. If construction costs come down over the course of the project, then the Town can decide to negotiate price reductions with ASW or rebid the remaining groups.

ASW has provided sufficient information to deem them a responsive and responsible bidder and qualified to perform the work. Tt contacted five of ASW's local project references. All had positive reviews and recommended awarding this contract to ASW. Prior to award however, Tt recommends addressing a few concerns.

First, this would be the largest project ASW has undertaken. According to their response to question 21 of the Contractor Qualification Questionnaire, their largest contract performed is \$13M. Their total bid amount of \$23M is substantially (77%) higher than that. Given ASW's bonding capacity and the fact that the project is divided into four groups, Tt does not anticipate a problem as long as the groups are performed consecutively. However, if the Town opts to perform multiple groups concurrently, additional assurances concerning ASW's work crew and equipment availability would be advisable.

Furthermore, the letter from Liberty Mutual Surety dated July 18, 2023, confirms an anticipated bonding capacity of \$35M for a single project and \$50M in aggregate. Although the total bid amount of around \$23M is less than the stated \$35M limit, ASW has five (5) current projects with contract amounts totaling more than \$33M, bringing the potential aggregate to over \$56M. Based upon the percent complete indicated for their current projects, aggregate bonding could be well below ASW's limit provided partial bond releases on current projects. ASW should submit documentation for all outstanding performance and payment bonds to the Town to ensure this contract would not push them over their aggregate bonding capacity.

In deciding whether to award groups consecutively or concurrently, the Town should weigh project duration against resource availability in terms of personnel and equipment for all parties as well as funding. ASW agreed to complete each group in 390 days for a total project duration of 1,560 days (51 months or 4.25 years). However, the total number of days entered into the table at the top of page D-17 does not conform to the instructions provided thereunder. The correct total would be 1,470 days (48 months or 4 years) based on work commencing for each subsequent group upon substantial completion of the preceding group. (The calculation should be 4 times 360 days for substantial completion of each group plus 30 days for final completion of Group D.)

There is also a discrepancy in ASW’s bid amounts for all four groups. They included pricing for “clear and grub” items that were deleted per Addendum 2—specifically, item 16 for Groups B, C, and D and item 86 for the Williams Dr portion of Group A. Deletion of these items results in a \$415,750.00 reduction of the total bid amount, as further detailed below. The Town will need to discuss this with ASW during contract negotiations.

Deduction for Deleted Clear and Grub Items:		
Group	Item 16	Item 86
A		\$ 31,803.00
B	\$ 190,361.00	
C	\$ 103,830.00	
D	\$ 89,756.00	
Total	\$415,750.00	

Finally, the Town may want to address a couple other minor anomalies with ASW, including:

- On page D-21, ASW listed “N/A” for Town’s comp and occupational license numbers.
- On page D-31, ASW did not list manufacturers for storm drains and asphaltic concrete.

In closing, we recommend taking an agenda item to your town council to approve a resolution tentatively awarding the contract for construction of the Tier 1 Side Streets Water and Stormwater Improvements Project – Groups A, B, C, and D (ITB-23-18-UT) to Andrew Sitework, LLC for a total contract amount of \$23,009,179.00, subject to a) bid award approval by the Florida Department of Environmental Protection (FDEP), as required for participation in the Florida State Revolving Fund (SRF) Loan Program and b) Andrew Sitework, LLC resolving the above concerns to the satisfaction of the Town’s contract manager. Furthermore, the resolution should direct the Utilities Department to issue a separate Notice to Proceed to Andrew Sitework, LLC for each group after securing adequate funding through the SRF loan and eligible federal grant programs, which include the Federal Emergency Management Agency’s (FEMA) Hazard Mitigation Grant Program (HMGP) and the U.S. Department of Commerce Economic Development Administration’s (EDA) grant programs under the Comprehensive Public Works and Economic Development Act (PWEDA), the requirements for which were included as supplementary condition (Attachment “B”) to the construction contract. Lastly, the resolution should authorize the Town Manager to execute the Contract Documents.

Should you have any questions or concerns, please do not hesitate to contact me at 239-317-3858 or eric.fey@tetrattech.com at your earliest convenience. We look forward to continuing our work with you on this project.

Respectfully,

Tetra Tech

Eric Fey

Digitally signed by
Eric Fey
Date: 2023.08.14
10:58:31-04'00'

Eric D. Fey, P.E.
Senior Project Manager

C: Frank Kropacek, Operations and Compliance Director, Town of Fort Myers Beach; Steven Matuska, Utilities Manager, Town of Fort Myers Beach; Paresh Patel, Project Manager, Town of Fort Myers Beach; Kristin LaCross, Senior Funding Manager, Angie Brewer & Associates, LC; Mark A. Brewer, President, Angie Brewer & Associates, LC; Danny Nelson, P.E., Tetra Tech; Timothy A. Vanderwalker, P.E., Tetra Tech

[Bid Letter - Tier 1.doc](#)

	BID FOR: TIER 1 WATER AND STORMWATER IMP		BID TO:	Town Ft Myers Beach					
	8/2/2023		ATTENTION:	Jason Freeman					
	Tier 1 Side Streets Water and Stormwater Improvements - GROUP A [Estrellita Dr, Bahia Via, Williams Dr, Minimum Improvements]								
	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	General			ASW		PMI		Eng. OPCC	
1	Mobilization/Demobilization	1	LS	\$159,534.00	\$159,534.00	\$ 885,000.00	\$885,000.00	\$175,000.00	\$192,500.00
2	General Requirements, Bonds, Permits	1	LS	\$268,568.00	\$268,568.00	\$ 798,907.55	\$798,907.55	\$320,000.00	\$352,000.00
3	Indemnification	1	LS	\$1,000.00	\$1,000.00	\$ 1,000.00	\$1,000.00	\$1,000.00	\$1,100.00
4	Pre- and Post-Construction Video	1	LS	\$7,062.00	\$7,062.00	\$ 20,000.00	\$20,000.00	\$15,000.00	\$16,500.00
5	Locate Utilities in Advance of Construction	1	LS	\$45,350.00	\$45,350.00	\$ 24,000.00	\$24,000.00	\$30,000.00	\$33,000.00
6	Survey & Layout and As-Built Survey	1	LS	\$47,080.00	\$47,080.00	\$ 75,555.00	\$75,555.00	\$88,000.00	\$96,800.00
7	Maintenance of Traffic	1	LS	\$151,851.00	\$151,851.00	\$ 662,901.50	\$662,901.50	\$88,000.00	\$96,800.00
8	Erosion and Sediment Control	1	LS	\$153,526.00	\$153,526.00	\$ 47,975.00	\$47,975.00	\$44,000.00	\$48,400.00
9	Replace Asphalt Pavement (Full Depth, Temporary Pavem	1930	SY	\$79.80	\$154,014.00	\$ 127.55	\$246,171.50	\$94.72	\$201,113.00
10	Mill Existing Asphalt Pavement	5438	SY	\$4.20	\$22,839.60	\$ 14.30	\$77,763.40	\$8.64	\$51,667.00
11	Asphalt Pavement (SP-12.5)	746	TN	\$200.10	\$149,274.60	\$ 238.90	\$178,219.40	\$178.87	\$146,817.00
12	Remove and Replace Concrete Curb/Gutter and Driveway	5860	SF	\$18.30	\$107,238.00	\$ 18.65	\$109,289.00	\$16.90	\$108,944.00
13	Remove & Replace Pavers Driveway	5117	SF	\$24.00	\$122,808.00	\$ 15.00	\$76,755.00	\$13.10	\$73,733.00
14	Remove & Replace Asphalt Driveway	768	SF	\$32.00	\$24,576.00	\$ 39.30	\$30,182.40	\$18.00	\$15,202.00
15	Remove & Replace Unpaved Driveway	8238	SF	\$5.05	\$41,601.90	\$ 2.95	\$24,302.10	\$5.50	\$49,852.00
16	Clear and Grub	1	LS	\$162,217.00	\$162,217.00	\$ 58,250.00	\$58,250.00	\$1.20	\$8,250.00
17	Restoration	3612	LF	\$19.50	\$70,434.00	\$ 151.25	\$546,315.00	\$11.20	\$44,506.00
18	Contingency Allowance	1	ALL	\$285,000.00	\$285,000.00	\$ 285,000.00	\$285,000.00	\$291,000.00	\$320,100.00
	Watermain								
19	Furnish and Install 8" C900 DR-14 PVC WM	3524	LF	\$92.00	\$324,208.00	\$ 242.50	\$854,570.00	\$262.92	\$1,019,128.00
20	Furnish and Install 6" C900 DR-14 PVC WM	88	LF	\$128.00	\$11,264.00	\$ 224.95	\$19,795.60	\$245.08	\$23,782.00
21	Connection to Existing 8" Water Main	3	EA	\$3,970.00	\$11,910.00	\$ 5,582.14	\$16,746.42	\$5,950.00	\$20,295.00
22	Connection to Existing 6" Water Main	0	EA						
23	Reconnect/Install New Water Meters	77	EA	\$471.00	\$36,267.00	\$ 1,530.00	\$117,810.00	\$330.00	\$27,830.00
24	1" Water Service (Short)	51	EA	\$1,626.00	\$82,926.00	\$ 1,816.66	\$92,649.66	\$1,144.00	\$64,746.00
25	1" Water Service (Long with Road Crossing)	25	EA	\$2,158.00	\$53,950.00	\$ 3,608.38	\$90,209.50	\$2,590.00	\$71,797.00
26	6" Wet Tap and Valve Assembly	0	EA						
27	8" Wet Tap and Valve Assembly	0	EA						
28	10" Wet Tap and Valve Assembly	0	EA						

29	12" Wet Tap and Valve Assembly	0	EA						
30	16" Wet Tap and Valve Assembly	0	EA						
31	8" x 8" Tee/Wye	2	EA	\$1,842.00	\$3,684.00	\$ 1,659.34	\$3,318.68	\$1,190.00	\$2,684.00
32	8" x 6" Tee/Wye	0	EA						
33	8" x 6" Reducer	2	EA	\$1,257.00	\$2,514.00	\$ 1,047.32	\$2,094.64	\$2,300.00	\$5,192.00
34	8" x 8" Reducer	0	EA						
35	8" x 10" Reducer	0	EA						
36	8" Cap	0	EA						
37	6" Cap	2	EA	\$770.00	\$1,540.00	\$ 755.60	\$1,511.20	\$509.00	\$1,155.00
38	8" Vertical Deflection	4	EA	\$5,702.00	\$22,808.00	\$ 8,341.18	\$33,364.72	\$6,960.00	\$31,779.00
39	8" Horizontal Deflection	4	EA	\$3,741.00	\$14,964.00	\$ 5,010.23	\$20,040.92	\$4,660.00	\$21,274.00
40	8" Gate Valve with Valve Box Assembly	4	EA	\$3,412.00	\$13,648.00	\$ 4,950.06	\$19,800.24	\$3,120.00	\$14,245.00
41	6" Gate Valve with Valve Box Assembly	0	EA						
42	Fire Hydrant Assemblies	8	EA	\$8,682.00	\$69,456.00	\$ 19,041.71	\$152,333.68	\$9,120.00	\$83,776.00
43	Blowoff	0	EA						
44	Grout and Abandon Existing 16" Water Main	0	LF						
45	Grout and Abandon Existing 12" Water Main	0	LF						
46	Grout and Abandon Existing 8" Water Main	0	LF						
47	Grout and Abandon Existing 6" Water Main	0	LF						
48	Grout and Abandon Existing 3" Water Main	0	LF						
49	Grout and Abandon Existing 2" Water Main	0	LF						
	Stormwater								
50	Tie into Existing Inlet (New pipe into existing structure)	3	EA	\$4,250.00	\$12,750.00	\$ 954.00	\$2,862.00	\$2,000.00	\$6,820.00
51	Clean Existing SD	2076	LF	\$4.00	\$8,304.00	\$ 42.00	\$87,192.00	\$30.00	\$68,508.00
52	Clean Existing Inlet	12	EA	\$850.00	\$10,200.00	\$ 552.53	\$6,630.36	\$200.00	\$2,541.00
53	12" SD Cross Drain	0	LF						
54	15" SD Cross Drain	69	LF	\$139.00	\$9,591.00	\$ 201.25	\$13,886.25	\$321.98	\$24,552.00
55	18" SD Cross Drain	61	LF	\$167.00	\$10,187.00	\$ 221.81	\$13,530.41	\$332.12	\$22,253.00
56	24" SD Cross Drain	821	LF	\$170.00	\$139,570.00	\$ 279.55	\$229,510.55	\$353.12	\$318,945.00
57	30" SD Cross Drain	0	LF						
58	6" SD Side Drain	5	LF	\$515.00	\$2,575.00	\$ 85.20	\$426.00	\$168.70	\$968.00
59	12" SD Side Drain	9	LF	\$356.00	\$3,204.00	\$ 145.15	\$1,306.35	\$185.70	\$1,925.00
60	12"x18" SD Side Drain	139	LF	\$176.00	\$24,464.00	\$ 225.62	\$31,361.18	\$271.33	\$41,371.00
61	15" SD Side Drain	42	LF	\$166.00	\$6,972.00	\$ 188.38	\$7,911.96	\$237.70	\$10,989.00
62	18" SD Side Drain	47	LF	\$166.00	\$7,802.00	\$ 253.22	\$11,901.34	\$245.70	\$12,771.00

63	24" SD Side Drain	980	LF	\$194.25	\$190,365.00	\$ 299.83	\$293,833.40	\$278.70	\$300,333.00
64	Concrete Collar	20	EA	\$1,720.00	\$34,400.00	\$ 2,683.62	\$53,672.40	\$873.00	\$19,162.00
65	Type "C" Drainage Inlet	7	EA	\$5,434.00	\$38,038.00	\$ 10,104.20	\$70,729.40	\$5,200.00	\$41,756.00
66	Type "D" Drainage Inlet	0	EA						
67	Type "E" Drainage Inlet	29	EA	\$7,257.00	\$210,453.00	\$ 14,072.93	\$408,114.97	\$6,950.00	\$224,763.00
68	Grate Inlet Skimmer	5	EA	\$4,558.00	\$22,790.00	\$ 9,927.06	\$49,635.30	\$10,140.00	\$58,003.00
69	Storm Manhole	0	EA						
70	Yard Drain	1	EA	\$1,875.10	\$1,875.10	\$ 2,379.67	\$2,379.67	\$1,810.00	\$1,991.00
71	Mitered End Section	4	EA	\$4,180.00	\$16,720.00	\$ 3,495.42	\$13,981.68	\$3,260.00	\$14,883.00
72	Baffle Box (Pipe Diameters 18" or Less)	6	EA	\$59,100.00	\$354,600.00	\$ 126,792.71	\$760,756.26	\$69,230.00	\$555,918.00
73	Baffle Box (Pipe Diameters 24" and 30")	5	EA	\$80,115.00	\$400,575.00	\$ 167,153.75	\$835,768.75	\$83,090.00	\$571,252.00
74	Seawall Replacement/Installation	42	LF	\$2,943.00	\$123,606.00	\$ 10,800.00	\$453,600.00	\$3,952.00	\$182,589.00
75	Duckbill Backflow Prevention Valve	8	EA	\$12,978.00	\$103,824.00	\$ 18,522.42	\$148,179.36	\$22,840.00	\$209,792.00
76	In-Line Backflow Prevention Valve	8	EA	\$8,603.00	\$68,824.00	\$ 19,381.76	\$155,054.08	\$32,250.00	\$296,219.00
77	Swale Grading & Restoration	0	LF						
78	Rip Rap	35	TN	\$249.00	\$8,715.00	\$ 660.00	\$23,100.00	\$150.00	\$5,852.00
79	Dewatering	1	LS	\$301,638.00	\$301,638.00	\$ 119,197.32	\$119,197.32	\$117,000.00	\$128,700.00
	Williams Drive Stormwater Improvements [Group A only]								
80	Mill Existing Asphalt Pavement	4189	SY	\$4.20	\$17,593.80	\$ 14.30	\$59,902.70	\$8.64	\$39,798.00
81	Asphalt Pavement (SP-12.5)	525	TN	\$189.00	\$99,225.00	\$ 238.90	\$125,422.50	\$178.87	\$103,301.00
82	Remove and Replace Concrete Curb/Gutter and Driveway	831	SF	\$23.00	\$19,113.00	\$ 18.65	\$15,498.15	\$16.90	\$15,444.00
83	Removed and Replace Pavers Driveway	600	SF	\$24.00	\$14,400.00	\$ 15.00	\$9,000.00	\$13.10	\$8,646.00
84	Remove & Replace Asphalt Driveway	1418	SF	\$21.00	\$29,778.00	\$ 39.30	\$55,727.40	\$18.00	\$28,072.00
85	Remove & Replace Unpaved Driveway	1882	SF	\$7.00	\$13,174.00	\$ 2.95	\$5,551.90	\$5.50	\$11,385.00
86	Clear and Grub	1	LS	\$31,803.00	\$31,803.00	\$ 58,250.00	\$58,250.00	\$1.20	\$9,009.00
87	15" SD Cross Drain	102	LF	\$138.00	\$14,076.00	\$ 201.25	\$20,527.50	\$321.98	\$36,080.00
88	24" SD Cross Drain	120	LF	\$174.00	\$20,880.00	\$ 279.55	\$33,546.00	\$353.12	\$46,497.00
89	24" SD Side Drain	1143	LF	\$212.00	\$242,316.00	\$ 299.83	\$342,705.69	\$278.70	\$350,548.00
90	Type "C" Drainage Inlet	3	EA	\$5,390.00	\$16,170.00	\$ 10,104.20	\$30,312.60	\$5,200.00	\$17,732.00
91	Type "E" Drainage Inlet	12	EA	\$6,880.00	\$82,560.00	\$ 14,072.93	\$168,875.16	\$6,950.00	\$88,308.00
92	Yard Drain	2	EA	\$2,500.00	\$5,000.00	\$ 2,019.67	\$4,039.34	\$1,810.00	\$4,092.00
93	Baffle Box (Pipe Diameters 24" and 30")	2	EA	\$80,400.00	\$160,800.00	\$ 167,153.75	\$334,307.50	\$83,090.00	\$283,338.00
94	Seawall Replacement/Installation	11	LF	\$2,943.00	\$32,373.00	\$ 15,000.00	\$165,000.00	\$3,952.00	\$45,650.00
95	Duckbill Backflow Prevention Valve	3	EA	\$13,107.00	\$39,321.00	\$ 18,522.42	\$55,567.26	\$22,840.00	\$77,891.00

96	Swale Grading & Restoration	378	LF	\$22.00	\$8,316.00	\$ 7.50	\$2,835.00	\$16.00	\$6,655.00
97	Rip Rap	24	TN	\$255.00	\$6,120.00	\$ 660.00	\$15,840.00	\$150.00	\$3,905.00
	Sanitary Sewer								
98	Conflict Manhole	3	EA	\$10,300.00	\$30,900.00	\$ 13,997.93	\$41,993.79	\$14,660.00	\$49,995.00
99	4" Sewer Service Lateral (Without Cleanout)	23	EA	\$1,800.00	\$41,400.00	\$ 4,795.20	\$110,289.60	\$1,860.00	\$47,267.00
100	Adjust Manhole Frame and Cover	16	EA	\$1,520.00	\$24,320.00	\$ 3,004.69	\$48,075.04	\$960.00	\$16,632.00
101	Cleanouts Complete	23	EA	\$851.00	\$19,573.00	\$ 933.18	\$21,463.14	\$570.00	\$14,487.00
	TOTAL BASE BID				\$5,704,367.00		\$11,091,083.37		\$7,672,555.00

	BID FOR: TIER 1 WATER AND STORMWATER IMP		BID TO:	Town Ft Myers Beach					
			ATTENTION:	Jason Freeman					
	Tier 1 Side Streets Water and Stormwater Improvements - GROUP B [Albatross, Fairview, Clearview, Sunview, Palmview]								
	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	General			ASW		PMI		Eng. OPCC	
1	Mobilization/Demobilization	1	LS	\$163,290.00	\$163,290.00	\$885,000.00	\$885,000.00	\$188,000.00	\$206,800.00
2	General Requirements, Bonds, Permits	1	LS	\$276,469.00	\$276,469.00	\$854,903.00	\$854,903.00	\$344,000.00	\$378,400.00
3	Indemnification	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,100.00
4	Pre- and Post-Construction Video	1	LS	\$18,832.00	\$18,832.00	\$20,000.00	\$20,000.00	\$16,000.00	\$17,600.00
5	Locate Utilities in Advance of Construction	1	LS	\$45,585.00	\$45,585.00	\$24,000.00	\$24,000.00	\$32,000.00	\$35,200.00
6	Survey & Layout and As-Built Survey	1	LS	\$111,815.00	\$111,815.00	\$75,555.00	\$75,555.00	\$94,000.00	\$103,400.00
7	Maintenance of Traffic	1	LS	\$171,980.00	\$171,980.00	\$662,901.50	\$662,901.50	\$94,000.00	\$103,400.00
8	Erosion and Sediment Control	1	LS	\$127,041.00	\$127,041.00	\$46,015.00	\$46,015.00	\$47,000.00	\$51,700.00
9	Replace Asphalt Pavement (Full Depth, Temporary Pavem	3158	SY	\$77.00	\$243,166.00	\$112.10	\$354,011.80	\$94.72	\$329,043.00
10	Mill Existing Asphalt Pavement	20096	SY	\$4.20	\$84,403.20	\$4.70	\$94,451.20	\$8.64	\$190,883.00
11	Asphalt Pavement (SP-12.5)	2509	TN	\$186.00	\$466,674.00	\$215.35	\$540,313.15	\$178.87	\$503,217.00
12	Remove and Replace Concrete Curb/Gutter and Driveway	14505	SF	\$21.22	\$307,796.10	\$18.60	\$269,793.00	\$16.90	\$269,643.00
13	Remove & Replace Pavers Driveway	10978	SF	\$18.05	\$198,152.90	\$15.00	\$164,670.00	\$13.10	\$158,191.00
14	Remove & Replace Asphalt Driveway	0	SF						
15	Remove & Replace Unpaved Driveway	1172	SF	\$6.00	\$7,032.00	\$2.95	\$3,457.40	\$5.50	\$7,095.00
16	Clear and Grub	1	LS	\$190,361.00	\$190,361.00	\$9,750.00	\$9,750.00	\$1.20	\$14,839.00
17	Restoration	7175	LF	\$17.00	\$121,975.00	\$143.95	\$1,032,841.25	\$11.20	\$88,396.00
18	Contingency Allowance	1	ALL	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$312,000.00	\$343,200.00
	Watermain								
19	Furnish and Install 8" C900 DR-14 PVC WM	7175	LF	\$83.00	\$595,525.00	\$242.50	\$1,739,937.50	\$262.92	\$2,074,996.00
20	Furnish and Install 6" C900 DR-14 PVC WM	100	LF	\$67.00	\$6,700.00	\$224.95	\$22,495.00	\$68.00	\$7,480.00
21	Connection to Existing 8" Water Main	2	EA	\$4,206.00	\$8,412.00	\$5,582.14	\$11,164.28	\$5,950.00	\$13,420.00
22	Connection to Existing 6" Water Main	0	EA						
23	Reconnect/Install New Water Meters	141	EA	\$471.00	\$66,411.00	\$1,530.00	\$215,730.00	\$330.00	\$51,084.00
24	1" Water Service (Short)	81	EA	\$1,600.00	\$129,600.00	\$1,816.66	\$147,149.46	\$1,144.00	\$101,750.00
25	1" Water Service (Long with Road Crossing)	60	EA	\$2,123.00	\$127,380.00	\$3,608.38	\$216,502.80	\$2,590.00	\$170,522.00
26	6" Wet Tap and Valve Assembly	0	EA						
27	8" Wet Tap and Valve Assembly	0	EA						
28	10" Wet Tap and Valve Assembly	0	EA						

29	12" Wet Tap and Valve Assembly	0	EA						
30	16" Wet Tap and Valve Assembly	0	EA						
31	8" x 8" Tee/Wye	6	EA	\$1,520.00	\$9,120.00	\$1,659.34	\$9,956.04	\$1,190.00	\$8,184.00
32	8" x 6" Tee/Wye	0	EA						
33	8" x 6" Reducer	0	EA						
34	8" x 8" Reducer	0	EA						
35	8" x 10" Reducer	0	EA						
36	8" Cap	4	EA	\$850.00	\$3,400.00	\$900.01	\$3,600.04	\$560.00	\$2,563.00
37	6" Cap	0	EA						
38	8" Vertical Deflection	7	EA	\$5,531.00	\$38,717.00	\$8,341.18	\$58,388.26	\$6,960.00	\$55,891.00
39	8" Horizontal Deflection	9	EA	\$3,520.00	\$31,680.00	\$5,010.23	\$45,092.07	\$4,660.00	\$48,191.00
40	8" Gate Valve with Valve Box Assembly	3	EA	\$3,680.00	\$11,040.00	\$4,950.66	\$14,851.98	\$3,120.00	\$10,648.00
41	6" Gate Valve with Valve Box Assembly	2	EA	\$2,500.00	\$5,000.00	\$4,240.75	\$8,481.50	\$1,900.00	\$4,290.00
42	Fire Hydrant Assemblies	9	EA	\$8,731.00	\$78,579.00	\$19,041.71	\$171,375.39	\$9,120.00	\$94,303.00
43	Blowoff	2	EA	\$3,148.00	\$6,296.00	\$3,417.92	\$6,835.84	\$1,440.00	\$3,256.00
44	Grout and Abandon Existing 16" Water Main	0	LF						
45	Grout and Abandon Existing 12" Water Main	0	LF						
46	Grout and Abandon Existing 8" Water Main	0	LF						
47	Grout and Abandon Existing 6" Water Main	0	LF						
48	Grout and Abandon Existing 3" Water Main	0	LF						
49	Grout and Abandon Existing 2" Water Main	0	LF						
	Stormwater								
50	Tie into Existing Inlet (New pipe into existing structure)	6	EA	\$4,192.00	\$25,152.00	\$954.00	\$5,724.00	\$2,000.00	\$13,750.00
51	Clean Existing SD	1068	LF	\$8.50	\$9,078.00	\$42.00	\$44,856.00	\$30.00	\$35,244.00
52	Clean Existing Inlet	11	EA	\$990.00	\$10,890.00	\$552.53	\$6,077.83	\$200.00	\$2,310.00
53	12" SD Cross Drain	0	LF						
54	15" SD Cross Drain	192	LF	\$134.00	\$25,728.00	\$201.25	\$38,640.00	\$321.98	\$68,057.00
55	18" SD Cross Drain	0	LF						
56	24" SD Cross Drain	353	LF	\$173.00	\$61,069.00	\$279.55	\$98,681.15	\$353.12	\$137,049.00
57	30" SD Cross Drain	0	LF						
58	6" SD Side Drain	0	LF						
59	12" SD Side Drain	0	LF						
60	12"x18" SD Side Drain	20	LF	\$184.00	\$3,680.00	\$225.62	\$4,512.40	\$271.33	\$5,962.00
61	15" SD Side Drain	1339	LF	\$141.00	\$188,799.00	\$188.38	\$252,240.82	\$237.70	\$350,053.00
62	18" SD Side Drain	141	LF	\$159.00	\$22,419.00	\$253.22	\$35,704.02	\$245.70	\$38,027.00

63	24" SD Side Drain	748	LF	\$190.00	\$142,120.00	\$299.83	\$224,272.84	\$278.70	\$229,196.00
64	Concrete Collar	10	EA	\$1,800.00	\$18,000.00	\$2,683.62	\$26,836.20	\$873.00	\$10,043.00
65	Type "C" Drainage Inlet	16	EA	\$5,320.00	\$85,120.00	\$10,104.20	\$161,667.20	\$5,200.00	\$89,804.00
66	Type "D" Drainage Inlet	1	EA	\$7,200.00	\$7,200.00	\$14,611.13	\$14,611.13	\$6,270.00	\$7,249.00
67	Type "E" Drainage Inlet	16	EA	\$7,100.00	\$113,600.00	\$14,072.93	\$225,166.88	\$6,950.00	\$120,417.00
68	Grate Inlet Skimmer	4	EA	\$5,600.00	\$22,400.00	\$9,567.06	\$38,268.24	\$10,140.00	\$46,299.00
69	Storm Manhole	0	EA						
70	Yard Drain	0	EA						
71	Mitered End Section	0	EA						
72	Baffle Box (Pipe Diameters 18" or Less)	9	EA	\$58,400.00	\$525,600.00	\$126,792.71	\$1,141,134.39	\$69,230.00	\$715,847.00
73	Baffle Box (Pipe Diameters 24" and 30")	2	EA	\$80,000.00	\$160,000.00	\$167,153.75	\$334,307.50	\$83,090.00	\$187,374.00
74	Seawall Replacement/Installation	32	LF	\$2,950.00	\$94,400.00	\$10,800.00	\$345,600.00	\$3,952.00	\$136,939.00
75	Duckbill Backflow Prevention Valve	10	EA	\$9,205.00	\$92,050.00	\$18,522.54	\$185,225.40	\$22,840.00	\$262,548.00
76	In-Line Backflow Prevention Valve	3	EA	\$9,430.00	\$28,290.00	\$19,381.76	\$58,145.28	\$32,250.00	\$109,978.00
77	Swale Grading & Restoration	0	LF						
78	Rip Rap	0	TN						
79	Dewatering	1	LS	\$321,680.80	\$321,680.80	\$141,609.60	\$141,609.60	\$125,000.00	\$137,500.00
	Sanitary Sewer								
98	Conflict Manhole	0	EA						
99	4" Sewer Service Lateral (Without Cleanout)	25	EA	\$1,700.00	\$42,500.00	\$4,795.20	\$119,880.00	\$1,860.00	\$51,568.00
100	Adjust Manhole Frame and Cover	20	EA	\$1,520.00	\$30,400.00	\$3,004.69	\$60,093.80	\$960.00	\$21,076.00
101	Cleanouts Complete	25	EA	\$851.00	\$21,275.00	\$933.18	\$23,329.50	\$570.00	\$15,807.00
	TOTAL BASE BID				\$5,904,883.00		#####		\$8,240,782.00

	BID FOR: TIER 1 WATER AND STORMWATER IMP		BID TO:	Town Ft Myers Beach					
			ATTENTION:	Jason Freeman					
	Tier 1 Side Streets Water and Stormwater Improvements - GROUP C [Shell Mound, Madison, Andre Mar, Mandalay, Gulfview]								
	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	General			ASW		PMI		Eng. OPCC	
1	Mobilization/Demobilization	1	LS	\$164,000.00	\$164,000.00	\$885,000.00	\$885,000.00	\$210,000.00	\$231,000.00
2	General Requirements, Bonds, Permits	1	LS	\$356,508.00	\$356,508.00	\$875,492.00	\$875,492.00	\$384,000.00	\$422,400.00
3	Indemnification	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,100.00
4	Pre- and Post-Construction Video	1	LS	\$21,186.00	\$21,186.00	\$20,000.00	\$20,000.00	\$18,000.00	\$19,800.00
5	Locate Utilities in Advance of Construction	1	LS	\$45,585.00	\$45,585.00	\$24,000.00	\$24,000.00	\$35,000.00	\$38,500.00
6	Survey & Layout and As-Built Survey	1	LS	\$113,581.00	\$113,581.00	\$75,555.00	\$75,555.00	\$105,000.00	\$115,500.00
7	Maintenance of Traffic	1	LS	\$194,458.00	\$194,458.00	\$662,901.50	\$662,901.50	\$105,000.00	\$115,500.00
8	Erosion and Sediment Control	1	LS	\$170,046.00	\$170,046.00	\$48,650.00	\$48,650.00	\$53,000.00	\$58,300.00
9	Replace Asphalt Pavement (Full Depth, Temporary Pavem	3886	SY	\$70.00	\$272,020.00	\$102.70	\$399,092.20	\$94.72	\$404,877.00
10	Mill Existing Asphalt Pavement	13430	SY	\$5.50	\$73,865.00	\$4.35	\$58,420.50	\$8.64	\$127,567.00
11	Asphalt Pavement (SP-12.5)	1904	TN	\$216.00	\$411,264.00	\$219.75	\$418,404.00	\$178.87	\$374,715.00
12	Remove and Replace Concrete Curb/Gutter and Driveway	14715	SF	\$19.40	\$285,471.00	\$18.85	\$277,377.75	\$16.90	\$273,548.00
13	Remove & Replace Pavers Driveway	7449	SF	\$16.00	\$119,184.00	\$15.00	\$111,735.00	\$13.10	\$107,338.00
14	Remove & Replace Asphalt Driveway	2017	SF	\$17.00	\$34,289.00	\$19.80	\$39,936.60	\$18.00	\$39,941.00
15	Remove & Replace Unpaved Driveway	13645	SF	\$5.00	\$68,225.00	\$2.95	\$40,252.75	\$5.50	\$82,555.00
16	Clear and Grub	1	LS	\$103,830.00	\$103,830.00	\$8,250.00	\$8,250.00	\$1.20	\$27,995.00
17	Restoration	6035	LF	\$12.00	\$72,420.00	\$145.35	\$877,187.25	\$11.20	\$74,360.00
18	Contingency Allowance	1	ALL	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$349,000.00	\$383,900.00
	Watermain								
19	Furnish and Install 8" C900 DR-14 PVC WM	6035	LF	\$89.00	\$537,115.00	\$242.50	\$1,463,487.50	\$262.92	\$1,745,513.00
20	Furnish and Install 6" C900 DR-14 PVC WM	100	LF	\$67.00	\$6,700.00	\$224.95	\$22,495.00	\$68.00	\$7,480.00
21	Connection to Existing 8" Water Main	7	EA	\$4,356.00	\$30,492.00	\$5,582.14	\$39,074.98	\$5,950.00	\$47,784.00
22	Connection to Existing 6" Water Main	0	EA						
23	Reconnect/Install New Water Meters	143	EA	\$471.00	\$67,353.00	\$1,530.00	\$218,790.00	\$330.00	\$51,843.00
24	1" Water Service (Short)	72	EA	\$1,600.00	\$115,200.00	\$1,816.66	\$130,799.52	\$1,144.00	\$91,179.00
25	1" Water Service (Long with Road Crossing)	70	EA	\$2,123.00	\$148,610.00	\$3,608.38	\$252,586.60	\$2,590.00	\$200,431.00
26	6" Wet Tap and Valve Assembly	6	EA	\$6,980.00	\$41,880.00	\$9,080.81	\$54,484.86	\$4,000.00	\$27,500.00
27	8" Wet Tap and Valve Assembly	0	EA						
28	10" Wet Tap and Valve Assembly	0	EA						

29	12" Wet Tap and Valve Assembly	0	EA						
30	16" Wet Tap and Valve Assembly	0	EA						
31	8" x 8" Tee/Wye	10	EA	\$2,100.00	\$21,000.00	\$1,659.34	\$16,593.40	\$1,190.00	\$13,684.00
32	8" x 6" Tee/Wye	5	EA	\$1,530.00	\$7,650.00	\$1,650.28	\$8,251.40	\$1,111.00	\$6,358.00
33	8" x 6" Reducer	2	EA	\$1,260.00	\$2,520.00	\$1,047.32	\$2,094.64	\$700.00	\$1,584.00
34	8" x 8" Reducer	0	EA						
35	8" x 10" Reducer	2	EA	\$1,432.00	\$2,864.00	\$1,169.08	\$2,338.16	\$1,010.00	\$2,288.00
36	8" Cap	7	EA	\$806.00	\$5,642.00	\$900.01	\$6,300.07	\$560.00	\$4,499.00
37	6" Cap	0	EA						
38	8" Vertical Deflection	17	EA	\$5,000.00	\$85,000.00	\$8,341.18	\$141,800.06	\$6,960.00	\$128,623.00
39	8" Horizontal Deflection	12	EA	\$3,520.00	\$42,240.00	\$5,010.23	\$60,122.76	\$4,660.00	\$59,213.00
40	8" Gate Valve with Valve Box Assembly	15	EA	\$3,634.00	\$54,510.00	\$4,950.06	\$74,250.90	\$3,120.00	\$50,457.00
41	6" Gate Valve with Valve Box Assembly	5	EA	\$2,500.00	\$12,500.00	\$4,240.75	\$21,203.75	\$1,900.00	\$10,868.00
42	Fire Hydrant Assemblies	12	EA	\$8,617.00	\$103,404.00	\$19,041.71	\$228,500.52	\$9,120.00	\$115,874.00
43	Blowoff	3	EA	\$2,515.00	\$7,545.00	\$3,417.92	\$10,253.76	\$1,440.00	\$4,917.00
44	Grout and Abandon Existing 16" Water Main	0	LF						
45	Grout and Abandon Existing 12" Water Main	0	LF						
46	Grout and Abandon Existing 8" Water Main	0	LF						
47	Grout and Abandon Existing 6" Water Main	0	LF						
48	Grout and Abandon Existing 3" Water Main	0	LF						
49	Grout and Abandon Existing 2" Water Main	0	LF						
	Stormwater								
50	Tie into Existing Inlet (New pipe into existing structure)	2	EA	\$4,014.00	\$8,028.00	\$954.00	\$1,908.00	\$2,000.00	\$4,510.00
51	Clean Existing SD	539	LF	\$8.00	\$4,312.00	\$42.00	\$22,638.00	\$30.00	\$17,776.00
52	Clean Existing Inlet	5	EA	\$1,035.00	\$5,175.00	\$552.53	\$2,762.65	\$200.00	\$1,144.00
53	12" SD Cross Drain	0	LF						
54	15" SD Cross Drain	614	LF	\$148.00	\$90,872.00	\$201.25	\$123,567.50	\$321.98	\$217,558.00
55	18" SD Cross Drain	84	LF	\$161.00	\$13,524.00	\$221.81	\$18,632.04	\$332.12	\$30,690.00
56	24" SD Cross Drain	379	LF	\$175.00	\$66,325.00	\$279.55	\$105,949.45	\$353.12	\$147,246.00
57	30" SD Cross Drain	35	LF	\$357.00	\$12,495.00	\$369.34	\$12,926.90	\$505.15	\$19,261.00
58	6" SD Side Drain	0	LF						
59	12" SD Side Drain	0	LF						
60	12"x18" SD Side Drain	0	LF						
61	15" SD Side Drain	0	LF						
62	18" SD Side Drain	1097	LF	\$168.00	\$184,296.00	\$253.22	\$277,782.34	\$245.70	\$296,560.00

63	24" SD Side Drain	3144	LF	\$191.00	\$600,504.00	\$299.83	\$942,665.52	\$278.70	\$963,765.00
64	Concrete Collar	0	EA						
65	Type "C" Drainage Inlet	21	EA	\$5,434.00	\$114,114.00	\$10,104.20	\$212,188.20	\$5,200.00	\$120,120.00
66	Type "D" Drainage Inlet	2	EA	\$7,665.00	\$15,330.00	\$15,811.13	\$31,622.26	\$6,270.00	\$14,146.00
67	Type "E" Drainage Inlet	38	EA	\$6,860.00	\$260,680.00	\$13,472.93	\$511,971.34	\$6,950.00	\$288,981.00
68	Grate Inlet Skimmer	0	EA						
69	Storm Manhole	1	EA	\$6,335.00	\$6,335.00	\$11,114.02	\$11,114.02	\$5,510.00	\$6,369.00
70	Yard Drain	0	EA						
71	Mitered End Section	0	EA						
72	Baffle Box (Pipe Diameters 18" or Less)	2	EA	\$58,100.00	\$116,200.00	\$126,792.71	\$253,585.42	\$69,230.00	\$156,123.00
73	Baffle Box (Pipe Diameters 24" and 30")	6	EA	\$79,000.00	\$474,000.00	\$167,153.75	\$1,002,922.50	\$83,090.00	\$571,252.00
74	Seawall Replacement/Installation	53	LF	\$2,950.00	\$156,350.00	\$12,600.00	\$667,800.00	\$3,952.00	\$228,228.00
75	Duckbill Backflow Prevention Valve	7	EA	\$10,913.00	\$76,391.00	\$18,522.54	\$129,657.78	\$22,840.00	\$183,414.00
76	In-Line Backflow Prevention Valve	0	EA						
77	Swale Grading & Restoration	4745	LF	\$13.00	\$61,685.00	\$7.50	\$35,587.50	\$16.00	\$83,512.00
78	Rip Rap	59	TN	\$250.00	\$14,750.00	\$660.00	\$38,940.00	\$150.00	\$9,746.00
79	Dewatering	1	LS	\$456,884.00	\$456,884.00	\$274,560.00	\$274,560.00	\$140,000.00	\$154,000.00
	Sanitary Sewer								
98	Conflict Manhole	4	EA	\$10,800.00	\$43,200.00	\$13,997.93	\$55,991.72	\$14,660.00	\$66,924.00
99	4" Sewer Service Lateral (Without Cleanout)	54	EA	\$1,731.00	\$93,474.00	\$4,796.39	\$259,005.06	\$1,860.00	\$109,571.00
100	Adjust Manhole Frame and Cover	23	EA	\$1,520.00	\$34,960.00	\$3,004.69	\$69,107.87	\$960.00	\$24,398.00
101	Cleanouts Complete	54	EA	\$851.00	\$45,954.00	\$933.18	\$50,391.72	\$570.00	\$33,583.00
	TOTAL BASE BID				\$6,954,995.00		\$12,889,960.22		\$9,217,868.00

	BID FOR: TIER 1 WATER AND STORMWATER IMP		BID TO:	Town Ft Myers Beach					
			ATTENTION:	Jason Freeman					
	Tier 1 Side Streets Water and Stormwater Improvements - GROUP D [Mid Island, Bayland, Seminole, Sterling, Pepita]								
	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	General			ASW		PMI		Eng. OPCC	
1	Mobilization/Demobilization	1	LS	\$163,290.00	\$163,290.00	\$885,000.00	\$885,000.00	\$127,000.00	\$139,700.00
2	General Requirements, Bonds, Permits	1	LS	\$218,610.00	\$218,610.00	\$827,129.00	\$827,129.00	\$232,000.00	\$255,200.00
3	Indemnification	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,100.00
4	Pre- and Post-Construction Video	1	LS	\$16,478.00	\$16,478.00	\$20,000.00	\$20,000.00	\$11,000.00	\$12,100.00
5	Locate Utilities in Advance of Construction	1	LS	\$45,585.00	\$45,585.00	\$24,000.00	\$24,000.00	\$22,000.00	\$24,200.00
6	Survey & Layout and As-Built Survey	1	LS	\$100,045.00	\$100,045.00	\$75,555.00	\$75,555.00	\$64,000.00	\$70,400.00
7	Maintenance of Traffic	1	LS	\$129,723.00	\$129,723.00	\$662,901.50	\$662,901.50	\$64,000.00	\$70,400.00
8	Erosion and Sediment Control	1	LS	\$83,091.00	\$83,091.00	\$48,365.00	\$48,365.00	\$32,000.00	\$35,200.00
9	Replace Asphalt Pavement (Full Depth, Temporary Pavem	1702	SY	\$95.00	\$161,690.00	\$154.95	\$263,724.90	\$94.72	\$177,287.00
10	Mill Existing Asphalt Pavement	7819	SY	\$6.50	\$50,823.50	\$9.45	\$73,889.55	\$8.64	\$74,272.00
11	Asphalt Pavement (SP-12.5)	1047	TN	\$238.00	\$249,186.00	\$240.85	\$252,169.95	\$178.87	\$206,019.00
12	Remove and Replace Concrete Curb/Gutter and Driveway	12536	SF	\$19.00	\$238,184.00	\$19.05	\$238,810.80	\$16.90	\$233,046.00
13	Remove & Replace Pavers Driveway	6279	SF	\$18.00	\$113,022.00	\$15.00	\$94,185.00	\$13.10	\$90,486.00
14	Remove & Replace Asphalt Driveway	1993	SF	\$15.00	\$29,895.00	\$27.65	\$55,106.45	\$18.00	\$39,468.00
15	Remove & Replace Unpaved Driveway	13319	SF	\$2.00	\$26,638.00	\$2.95	\$39,291.05	\$5.50	\$80,586.00
16	Clear and Grub	1	LS	\$89,756.00	\$89,756.00	\$5,000.00	\$5,000.00	\$1.20	\$13,189.00
17	Restoration	4061	LF	\$17.00	\$69,037.00	\$149.60	\$607,525.60	\$11.20	\$50,039.00
18	Contingency Allowance	1	ALL	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$211,000.00	\$232,100.00
	Watermain								
19	Furnish and Install 8" C900 DR-14 PVC WM	4061	LF	\$87.00	\$353,307.00	\$242.50	\$984,792.50	\$262.92	\$1,174,613.00
20	Furnish and Install 6" C900 DR-14 PVC WM	100	LF	\$70.00	\$7,000.00	\$224.95	\$22,495.00	\$68.00	\$7,480.00
21	Connection to Existing 8" Water Main	5	EA	\$3,971.00	\$19,855.00	\$5,582.14	\$27,910.70	\$5,950.00	\$34,034.00
22	Connection to Existing 6" Water Main	2	EA	\$3,824.00	\$7,648.00	\$5,213.41	\$10,426.82	\$1,800.00	\$4,059.00
23	Reconnect/Install New Water Meters	77	EA	\$471.00	\$36,267.00	\$1,530.00	\$117,810.00	\$330.00	\$27,830.00
24	1" Water Service (Short)	40	EA	\$1,600.00	\$64,000.00	\$1,816.66	\$72,666.40	\$1,144.00	\$50,215.00
25	1" Water Service (Long with Road Crossing)	37	EA	\$2,125.00	\$78,625.00	\$3,608.38	\$133,510.06	\$2,590.00	\$104,709.00
26	6" Wet Tap and Valve Assembly	4	EA	\$7,249.00	\$28,996.00	\$9,080.81	\$36,323.24	\$4,000.00	\$18,260.00
27	8" Wet Tap and Valve Assembly	0	EA						
28	10" Wet Tap and Valve Assembly	0	EA						

29	12" Wet Tap and Valve Assembly	0	EA						
30	16" Wet Tap and Valve Assembly	0	EA						
31	8" x 8" Tee/Wye	5	EA	\$1,841.00	\$9,205.00	\$1,659.34	\$8,296.70	\$1,190.00	\$6,809.00
32	8" x 6" Tee/Wye	4	EA	\$1,527.00	\$6,108.00	\$1,650.28	\$6,601.12	\$1,111.00	\$5,082.00
33	8" x 6" Reducer	0	EA						
34	8" x 8" Reducer	0	EA						
35	8" x 10" Reducer	0	EA						
36	8" Cap	6	EA	\$752.00	\$4,512.00	\$900.01	\$5,400.06	\$560.00	\$3,850.00
37	6" Cap	0	EA						
38	8" Vertical Deflection	6	EA	\$5,000.00	\$30,000.00	\$8,341.18	\$50,047.08	\$6,960.00	\$47,850.00
39	8" Horizontal Deflection	4	EA	\$3,000.00	\$12,000.00	\$5,010.23	\$20,040.92	\$4,660.00	\$21,274.00
40	8" Gate Valve with Valve Box Assembly	12	EA	\$3,412.00	\$40,944.00	\$4,950.06	\$59,400.72	\$3,120.00	\$39,468.00
41	6" Gate Valve with Valve Box Assembly	4	EA	\$2,483.00	\$9,932.00	\$4,240.75	\$16,963.00	\$1,900.00	\$8,679.00
42	Fire Hydrant Assemblies	8	EA	\$8,893.00	\$71,144.00	\$19,041.71	\$152,333.68	\$9,120.00	\$83,776.00
43	Blowoff	2	EA	\$2,850.00	\$5,700.00	\$3,417.92	\$6,835.84	\$1,440.00	\$3,256.00
44	Grout and Abandon Existing 16" Water Main	0	LF						
45	Grout and Abandon Existing 12" Water Main	0	LF						
46	Grout and Abandon Existing 8" Water Main	0	LF						
47	Grout and Abandon Existing 6" Water Main	0	LF						
48	Grout and Abandon Existing 3" Water Main	0	LF						
49	Grout and Abandon Existing 2" Water Main	0	LF						
	Stormwater								
50	Tie into Existing Inlet (New pipe into existing structure)	0	EA						
51	Clean Existing SD	1719	LF	\$5.00	\$8,595.00	\$42.00	\$72,198.00	\$30.00	\$56,727.00
52	Clean Existing Inlet	13	EA	\$475.00	\$6,175.00	\$552.53	\$7,182.89	\$200.00	\$2,761.00
53	12" SD Cross Drain	38	LF	\$102.00	\$3,876.00	\$144.25	\$5,481.50	\$233.70	\$9,724.00
54	15" SD Cross Drain	76	LF	\$104.00	\$7,904.00	\$201.25	\$15,295.00	\$321.98	\$26,785.00
55	18" SD Cross Drain	125	LF	\$112.00	\$14,000.00	\$221.81	\$27,726.25	\$332.12	\$45,650.00
56	24" SD Cross Drain	593	LF	\$170.00	\$100,810.00	\$279.55	\$165,773.15	\$353.12	\$230,439.00
57	30" SD Cross Drain	0	LF						
58	6" SD Side Drain	0	LF						
59	12" SD Side Drain	0	LF						
60	12"x18" SD Side Drain	0	LF						
61	15" SD Side Drain	124	LF	\$165.00	\$20,460.00	\$188.38	\$23,359.12	\$237.70	\$32,406.00
62	18" SD Side Drain	351	LF	\$190.00	\$66,690.00	\$253.22	\$88,880.22	\$245.70	\$94,787.00

63	24" SD Side Drain	1289	LF	\$187.00	\$241,043.00	\$299.83	\$386,480.87	\$278.70	\$395,296.00
64	Concrete Collar	7	EA	\$2,350.00	\$16,450.00	\$2,683.62	\$18,785.34	\$873.00	\$7,018.00
65	Type "C" Drainage Inlet	3	EA	\$5,806.00	\$17,418.00	\$10,104.20	\$30,312.60	\$5,200.00	\$17,732.00
66	Type "D" Drainage Inlet	0	EA						
67	Type "E" Drainage Inlet	33	EA	\$7,454.00	\$245,982.00	\$14,072.93	\$464,406.69	\$6,950.00	\$248,853.00
68	Grate Inlet Skimmer	0	EA						
69	Storm Manhole	0	EA						
70	Yard Drain	2	EA	\$2,035.00	\$4,070.00	\$2,379.67	\$4,759.34	\$1,810.00	\$4,092.00
71	Mitered End Section	0	EA						
72	Baffle Box (Pipe Diameters 18" or Less)	1	EA	\$58,250.50	\$58,250.50	\$126,792.71	\$126,792.71	\$69,230.00	\$79,970.00
73	Baffle Box (Pipe Diameters 24" and 30")	4	EA	\$80,000.00	\$320,000.00	\$167,153.75	\$668,615.00	\$83,090.00	\$379,313.00
74	Seawall Replacement/Installation	32	LF	\$2,950.00	\$94,400.00	\$10,200.00	\$326,400.00	\$3,952.00	\$136,939.00
75	Duckbill Backflow Prevention Valve	5	EA	\$10,371.00	\$51,855.00	\$18,522.42	\$92,612.10	\$22,840.00	\$130,647.00
76	In-Line Backflow Prevention Valve	1	EA	\$14,000.00	\$14,000.00	\$19,381.76	\$19,381.76	\$32,250.00	\$37,257.00
77	Swale Grading & Restoration	820	LF	\$20.00	\$16,400.00	\$7.50	\$6,150.00	\$16.00	\$14,443.00
78	Rip Rap	35	TN	\$270.00	\$9,450.00	\$660.00	\$23,100.00	\$150.00	\$5,852.00
79	Dewatering	1	LS	\$276,171.00	\$276,171.00	\$95,349.58	\$95,349.58	\$85,000.00	\$93,500.00
	Sanitary Sewer								
98	Conflict Manhole	0	EA						
99	4" Sewer Service Lateral (Without Cleanout)	18	EA	\$1,800.00	\$32,400.00	\$4,795.20	\$86,313.60	\$1,860.00	\$36,421.00
100	Adjust Manhole Frame and Cover	21	EA	\$1,520.00	\$31,920.00	\$3,004.69	\$63,098.49	\$960.00	\$22,132.00
101	Cleanouts Complete	18	EA	\$851.00	\$15,318.00	\$933.18	\$16,797.24	\$570.00	\$11,165.00
	TOTAL BASE BID				\$4,444,934.00		\$8,940,759.09		\$5,565,945.00

BID FOR: TIER 1 WATER AND STORMWATER IMP

	<u>Andrew Sitework, LLC</u>	<u>Pavement Maintenance, LLC</u>	<u>Engineer's OPCC</u>
Group A	\$5,704,367.00	\$11,091,083.37	\$7,672,555.00
Group B	\$5,904,883.00	\$11,496,806.64	\$8,240,782.00
Group C	\$6,954,995.00	\$12,889,960.22	\$9,217,868.00
Group D	\$4,444,934.00	\$8,940,759.09	\$5,565,945.00
Total	\$23,009,179.00	\$44,418,609.32	\$30,697,150.00

TOWN OF FORT MYERS BEACH

BID OPENING: August 3, 2003 2:30 PM

SOLICITATION: ITB-23-18-UT

PROJECT: TIER 1 SIDE STREETS WATER AND STORMWATER IMPROVEMENTS

Andrew Sitework, LLC

Pavement Maintenance, LLC

BID AMOUNT:

Group A	\$5,704,367.00	\$11,091,083.37
Group B	\$5,904,883.00	\$11,496,806.64
Group C	\$6,954,995.00	\$12,889,960.22
Group D	\$4,444,934.00	\$8,940,759.09
Total	\$23,009,179.00	\$44,418,609.32

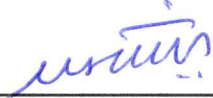
SUBSTANTIAL COMPLETION:

Group A	360 days	390 days
Group B	360 days	370 days
Group C	360 days	420 days
Group D	360 days	350 days
Total	1,440 days	1,530 days

FINAL COMPLETION:

Group A	390 days	420 days
Group B	390 days	400 days
Group C	390 days	450 days
Group D	390 days	380 days
Total	1,560 days	1,650 days

ATTENDING STAFF:

SIGNATURE		
DATE	8/14/2023	08/14/2023
NAME	Amy Baker	Paresh Patel
TITLE	Town Clerk	Project Manager

1. **Requested Motion:**

Meeting Date: November 20, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 2 TO THE AGREEMENT ITB-20-08-UT BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$3,746,334.98; EXTENDING THE DATE FOR FINAL COMPLETION BY 727 DAYS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE

Why the action is necessary:

To finalize and close out the contract with Mitchell and Stark Construction Company, Inc. (M&S) for the project named North Estero Phase 2 parts 1 and 2 Water and Stormwater Improvements and pursue efforts with FDEP for the reallocation of surplus funds to the upcoming Tier 1 Side Streets Water and Storm Water Improvements project.

What the action accomplishes:

Approves and authorizes the Town Manager to make changes to the executed contract documents and close out the contract per this approved change order and authorizes the efforts with FDEP for reallocation of surplus funds to the upcoming Tier 1 Side Streets Water and Storm Water Improvements project.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Steve Poposki, Town Engineer,
Steve Matuska, Utilities
Manager

5. **Background:**

ITB-20-08-UT was executed back in 2020 and NTP was issued on August 24, 2020, for the project named North Estero Phase 2 part 2 Water and Stormwater Improvements for the amount \$5,897, 938.17, which included seven side streets along north Estero Blvd. Part of this Phase 2 was added to the contract by change order number 1 for an additional amount of \$5,480,740.07 on April 9, 2021 for another six side streets. This project included some electrical/lighting, and sidewalk improvements for the public works department under a separate budget.

This change order number 2 is the final reconciliatory change order reflecting final quantities for work completed and extending the total contract time. With joint team efforts by the Town staff, contractor M&S, Town's Funding Consultant Angie Brewer and Associates, and Town's Engineering consulting firm Tetra Tech, work was successfully completed in February 2023 under budget with a total savings of \$3,746,334.98. These available remaining funds will be reallocated to the upcoming Tier 1 Side Streets Water and Storm Water Improvement project contingent final approval from FDEP.

For more insight of the project understanding and any questions/concerns, a brief PowerPoint presentation will be presented to the Council by the Town's Engineering Project Manager along with Engineering consulting firm Tetra Tech.

Attachments:

1. 23-157, North Estero Phase 2 Change Order 2
2. FMB North 2 Final CO

Financial Impact:

The primary funding source for the project is the State Revolving Fund (SRF) Loan Program from FDEP, along with some tourism related grants through the Public Works Department budget for sidewalk and lighting improvements. As this project was successfully completed under budget with a total savings of \$3,746,334.98, the available remaining funds primarily from State Revolving Fund (SRF) will be reallocated to the upcoming Tier 1 Side Streets Water and Storm Water Improvement project contingent on final approval from FDEP.

6. Alternative Action

Do not approve

7. Management Recommendations:

Approve Change Order 2, and authorize the Town Manager to close out the project and the contract to reflect final quantities installed and extend the contract time accordingly.

8. Recommended Approval:

Danielle Felton,
Steve Matuska, Utilities Manager
Steve Poposki, Town Engineer
Joe Onzick, Finance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 10/13/2023
Approved - 11/8/2023
Approved - 11/8/2023
Approved - 11/8/2023
Approved - 11/8/2023
Approved - 11/9/2023
Final Approval - 11/13/2023

RESOLUTION NUMBER 23-157

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 2 TO THE AGREEMENT ITB-20-08-UT BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$3,746,334.98; EXTENDING THE DATE FOR FINAL COMPLETION BY 727 DAYS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Fort Myers Beach, Florida ("Town") entered into Agreement ITB-20-08-UT ("Agreement") with Mitchell & Stark Construction Co., ("Contractor") in March of 2020; and,

WHEREAS, Change Order No. 2 to the Agreement decreases the contracted amount by \$3,746,334.98 and extends the date of final completion by 727 days.

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

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Change Order No. 2 to the Agreement between the Town and the Contractor attached hereto as Exhibit "A" is hereby approved.

Section 3. The Town Manager is authorized to execute the Change Order.

Section 4. 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 Council Member _____ and seconded by Council Member _____, and upon being put to a vote, the result was as follows:

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

ADOPTED this 20th day of November 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., Town Attorney

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

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

No.: 2

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000).

CONTRACT/PROJECT NAME: North Estero Phase 2 Part 2 Water Main and Storm Improvements

CONTRACTOR: Mitchell & Stark Construction Company, Inc. PROJECT NO.: ITB-20-08-UT

CONTRACT NO.: ITB-20-08-UT BID NO.: ITB-20-08-UT

CHANGE REQUESTED BY: Public Works Department DATE OF REQUEST: 08/11/2023

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Reconciliation of installed quantities for Work Completed and extension of the contract time.

Purpose of Change Order: To reconcile quantities for Work Completed and to extend the contract time.

Attachments: (List documents supporting change) Change Order 2 Reconciliation Worksheet

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 5,897,938.17

Previous Change Order No. 0 to No. 1

\$ 5,480,740.07

Contract Price prior to this Change Order

\$ 11,378,678.24

Net Increase (Decrease) of this Change Order

\$ (3,746,334.98)

Contract Price will all approved Change Orders

\$ 7,632,343.26

CHANGE IN CONTRACT TIME:

Original Contract Time

235

Calendar Days

Net Change from previous Change Orders

365

Calendar Days

Contract Time prior to this Change Order

600

Calendar Days

Net Increase (Decrease) of this Change Order

727

Calendar Days

Contract Time with all approved Change Orders

1327

Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: [Signature] 8/14/23
Consultant (if applicable) Date

By: _____
Department Director Date

Contracts Management

APPROVED:

Town Attorney Date

ACCEPTED

By: [Signature]
Contractor

Date Accepted: 8/14/23

(CORPORATE SEAL)

TOWN APPROVAL:

By: _____
Finance Director (Under \$25,000)

Date Approved: _____

By: _____
Town Manager (Under \$25,000)

Date Approved: _____

By: _____
Mayor, Town Council
(Over \$25,000)

Date Approved: _____

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	CONTRACTED QUANTITY (Prior to this Change Order)	INSTALLED QUANTITY TO DATE	DIFFERENCE	QTY DIFFERENCE x UNIT PRICE	Current Contracted Amount	Reconciled Amount	Reconciled (-) Current Contracted Amount
1	Mobilization/Demobilization	\$150,000.00	LS	1	1	0	\$ -	\$ 150,000.00	\$ 150,000.00	\$ -
2	General Requirements, Bonds, Permits	\$500,000.00	LS	1	1	0	\$ -	\$ 500,000.00	\$ 500,000.00	\$ -
3	Indemnification	\$1,000.00	LS	1	0	-1	\$ (1,000.00)	\$ 1,000.00	\$ -	\$ (1,000.00)
4	Pre- and Post-Construction Video	\$4,660.00	LS	1	0.5	-0.5	\$ (2,330.00)	\$ 4,660.00	\$ 2,330.00	\$ (2,330.00)
5	Locate Utilities in Advance of Construction	\$49,500.00	LS	1	1	0	\$ -	\$ 49,500.00	\$ 49,500.00	\$ -
6	Survey & Layout and As-Built Survey	\$147,595.00	LS	1	1	0	\$ -	\$ 147,595.00	\$ 147,595.00	\$ -
7	Maintenance of Traffic	\$80,000.00	LS	1	1	0	\$ -	\$ 80,000.00	\$ 80,000.00	\$ -
8	Erosion and Sediment Control	\$18,000.00	LS	1	1	0	\$ -	\$ 18,000.00	\$ 18,000.00	\$ -
9	Remove and Replace Asphalt Pavement (Full Depth)	\$60.00	SY	6103	3023	-3080	\$ (184,800.00)	\$ 365,180.00	\$ 161,380.00	\$ (184,800.00)
10	Mill Existing Asphalt Pavement	\$5.68	SY	16873	3065.87	-13817.13	\$ (78,412.22)	\$ 95,754.28	\$ 17,342.06	\$ (78,412.22)
11	Asphalt Pavement (SP-12.5)	\$109.45	TN	2527	999.79	-1527.21	\$ (167,163.13)	\$ 276,580.15	\$ 109,427.02	\$ (167,163.13)
12	Remove and Replace Concrete Driveway/Sidewalk	\$6.95	SF	13929	10333	-3596	\$ (24,992.20)	\$ 96,806.55	\$ 71,814.35	\$ (24,992.20)
13	Remove and Replace Asphalt Driveway	\$11.65	SF	2594	0	-2594	\$ (30,220.10)	\$ 30,220.10	\$ -	\$ (30,220.10)
14	Remove and Replace Unpaved Driveway	\$2.50	SF	16145	0	-16145	\$ (40,362.50)	\$ 40,362.50	\$ -	\$ (40,362.50)
15	Remove and Reset Pavers Driveway	\$11.00	SF	16825	5781	-11144	\$ (122,584.00)	\$ 186,175.00	\$ 63,591.00	\$ (122,584.00)
16	Remove and Replace Curbing	\$34.00	LF	418	0	-418	\$ (14,212.00)	\$ 14,212.00	\$ -	\$ (14,212.00)
17	Clear and Grub	\$1.00	SF	30674	0	-30674	\$ (30,674.00)	\$ 30,674.00	\$ -	\$ (30,674.00)
18	Restoration	\$7.35	LF	6290	6452	162	\$ 1,190.70	\$ 46,231.50	\$ 47,422.20	\$ 1,190.70
19	Miscellaneous Sitework Allowance	\$150,000.00	LS	1	0	-1	\$ (150,000.00)	\$ 150,000.00	\$ -	\$ (150,000.00)
WATERMAIN										
20	Furnish and Install 8" C900 DR-14 PVC WM	\$74.70	LF	8004	5102	-902	\$ (67,379.40)	\$ 448,498.80	\$ 381,119.40	\$ (67,379.40)
21	Furnish and Install 6" C900 DR-14 PVC WM	\$67.35	LF	1841	1708	-135	\$ (9,092.25)	\$ 123,991.35	\$ 114,899.10	\$ (9,092.25)
22	Connection to Existing 8" Water Main	\$3,630.00	EA	2	3	1	\$ 3,630.00	\$ 7,260.00	\$ 10,890.00	\$ 3,630.00
23	Reconnect/Install New Water Meters	\$250.00	EA	153	185	32	\$ 8,000.00	\$ 38,250.00	\$ 46,250.00	\$ 8,000.00
24	1" Water Service (Short)	\$775.00	EA	82	80	-2	\$ (1,550.00)	\$ 63,650.00	\$ 62,000.00	\$ (1,550.00)
25	1" Water Service (Long with Road Crossing)	\$1,580.00	EA	71	82	11	\$ 17,380.00	\$ 112,180.00	\$ 129,560.00	\$ 17,380.00
26	8" Wet Tap and Valve Assembly	\$5,670.00	EA	4	3	-1	\$ (5,670.00)	\$ 22,680.00	\$ 17,010.00	\$ (5,670.00)
27	12" x 6" Tee Cross	\$1,170.00	EA	1	0	-1	\$ (1,170.00)	\$ 1,170.00	\$ -	\$ (1,170.00)
28	8" x 8" Tee/Wye	\$970.00	EA	3	3	0	\$ -	\$ 2,910.00	\$ 2,910.00	\$ -
29	8" x 6" Tee/Wye	\$910.00	EA	1	6	5	\$ 4,550.00	\$ 910.00	\$ 5,460.00	\$ 4,550.00
30	8" x 6" Reducer	\$740.00	EA	1	2	1	\$ 740.00	\$ 740.00	\$ 1,480.00	\$ 740.00
31	6" Cap	\$630.00	EA	1	0	-1	\$ (630.00)	\$ 630.00	\$ -	\$ (630.00)
32	6" Vertical Deflection	\$6,080.00	EA	19	9	-10	\$ (60,800.00)	\$ 115,620.00	\$ 54,720.00	\$ (60,800.00)
33	6" Vertical Deflection	\$5,760.00	EA	2	0	-2	\$ (11,520.00)	\$ 11,520.00	\$ -	\$ (11,520.00)
34	12" Gate Valve with Valve Box Assembly	\$6,000.00	EA	0	0	0	\$ -	\$ -	\$ -	\$ -
35	6" Gate Valve with Valve Box Assembly	\$1,755.00	EA	14	5	-9	\$ (15,795.00)	\$ 24,570.00	\$ 8,775.00	\$ (15,795.00)
36	6" Gate Valve with Valve Box Assembly	\$1,900.00	EA	0	1	1	\$ 1,900.00	\$ -	\$ 1,900.00	\$ 1,900.00
37	Fire Hydrant Assemblies	\$5,852.00	EA	6	8	2	\$ 11,704.00	\$ 35,112.00	\$ 46,816.00	\$ 11,704.00
38	Blow Off	\$3,240.00	EA	4	2	-2	\$ (6,480.00)	\$ 12,960.00	\$ 6,480.00	\$ (6,480.00)
39	Grout and Abandon Existing 12" Water Main	\$10.00	LF	1332	0	-1332	\$ (13,320.00)	\$ 13,320.00	\$ -	\$ (13,320.00)
40	Grout and Abandon Existing 6" Water Main	\$7.00	LF	4192	0	-4192	\$ (29,344.00)	\$ 29,344.00	\$ -	\$ (29,344.00)
41	Grout and Abandon Existing 3" Water Main	\$2.00	LF	567	0	-567	\$ (1,134.00)	\$ 1,134.00	\$ -	\$ (1,134.00)
42	Grout and Abandon Existing 2" Water Main	\$2.00	LF	820	0	-820	\$ (1,640.00)	\$ 1,640.00	\$ -	\$ (1,640.00)
43	Cut & Cap Existing 6" Water Main	\$1,390.00	EA	1	0	-1	\$ (1,390.00)	\$ 1,390.00	\$ -	\$ (1,390.00)
44	Cut & Cap Existing 2" Water Main	\$710.00	EA	2	0	-2	\$ (1,420.00)	\$ 1,420.00	\$ -	\$ (1,420.00)
45	Cut & Cap Existing 3" Water Main	\$610.00	EA	2	0	-2	\$ (1,220.00)	\$ 1,220.00	\$ -	\$ (1,220.00)
STORMWATER										
46	Tie into Existing Inlet	2,000.00	EA	1	3	2	\$ 4,000.00	\$ 2,000.00	\$ 6,000.00	\$ 4,000.00
47	12" SD Cross Drain	\$142.04	LF	42	0	-42	\$ (5,965.68)	\$ 5,965.68	\$ -	\$ (5,965.68)
48	15" SD Cross Drain	\$141.00	LF	842	777	-65	\$ (9,165.00)	\$ 118,722.00	\$ 109,557.00	\$ (9,165.00)
49	18" SD Cross Drain	\$192.02	LF	71	0	-71	\$ (10,793.42)	\$ 10,793.42	\$ -	\$ (10,793.42)
50	24" SD Cross Drain	\$167.00	LF	524	228	-296	\$ (46,472.00)	\$ 82,268.00	\$ 35,796.00	\$ (46,472.00)
51	30" SD Cross Drain	\$318.00	LF	78	0	-78	\$ (24,804.00)	\$ 24,804.00	\$ -	\$ (24,804.00)
52	15" SD Side Drain	\$109.00	LF	1067	821	-246	\$ (26,814.00)	\$ 116,303.00	\$ 89,489.00	\$ (26,814.00)
53	18" SD Side Drain	\$112.00	LF	881	1072	191	\$ 21,392.00	\$ 98,612.00	\$ 120,004.00	\$ 21,392.00
54	24" SD Side Drain	\$189.00	LF	2078	1117	-961	\$ (183,301.00)	\$ 288,564.00	\$ 155,263.00	\$ (133,301.00)
55	30" SD Side Drain	\$169.00	LF	438	805	367	\$ 62,023.00	\$ 74,022.00	\$ 136,045.00	\$ 62,023.00
56	18"x12" Side Drain	\$120.91	LF	64	0	-64	\$ (7,738.24)	\$ 7,738.24	\$ -	\$ (7,738.24)
57	24" Slot Drain and Trench	\$254.78	LF	1460	735	-725	\$ (184,701.00)	\$ 371,949.60	\$ 187,248.60	\$ (184,701.00)
58	Type "C" Drainage Inlet	\$2,730.00	EA	61	42	-19	\$ (51,870.00)	\$ 166,530.00	\$ 114,660.00	\$ (51,870.00)
59	Type "D" Drainage Inlet	\$5,190.00	EA	4	1	-3	\$ (15,570.00)	\$ 20,780.00	\$ 5,190.00	\$ (15,570.00)
60	Type "E" Drainage Inlet	\$6,780.00	EA	11	16	5	\$ 33,800.00	\$ 74,360.00	\$ 108,160.00	\$ 33,800.00
61	Type "P" Manhole	\$4,070.00	EA	5	5	0	\$ -	\$ 20,350.00	\$ 20,350.00	\$ -
62	Yard Drain	\$1,100.00	EA	1	0	-1	\$ (1,100.00)	\$ 1,100.00	\$ -	\$ (1,100.00)
63	Baffle Box (Pipe Diameters 18" or Less)	\$47,250.00	EA	1	1	0	\$ -	\$ 47,250.00	\$ 47,250.00	\$ -
64	Baffle Box (Pipe Diameters 24" and 30")	\$3,250.00	EA	6	5	-1	\$ (53,250.00)	\$ 319,500.00	\$ 266,250.00	\$ (53,250.00)
65	Swale Grading & Restoration	\$10.00	LF	2130	0	-2130	\$ (21,300.00)	\$ 21,300.00	\$ -	\$ (21,300.00)
66	Seawall Replacement/Installation	\$2,420.00	LF	84	67	-17	\$ (41,140.00)	\$ 203,280.00	\$ 162,140.00	\$ (41,140.00)
67	Duckbill Backflow Prevention Valve	\$11,500.00	EA	8	1	-7	\$ (80,500.00)	\$ 92,000.00	\$ 11,500.00	\$ (80,500.00)
68	Dewatering	\$150,000.00	LS	1	1	0	\$ -	\$ 150,000.00	\$ 150,000.00	\$ -
69	Remove Existing SD	\$15.00	LF	870	318	-552	\$ (8,280.00)	\$ 13,050.00	\$ 4,770.00	\$ (8,280.00)
SANITARY SEWER										
70	4" Sewer Service Lateral (Without Cleanout)	\$1,720.00	EA	98	0	-98	\$ (168,560.00)	\$ 168,560.00	\$ -	\$ (168,560.00)
71	Adjust Manhole Frame and Cover	\$475.00	EA	27	24	-3	\$ (1,425.00)	\$ 12,825.00	\$ 11,400.00	\$ (1,425.00)
72	Cleanouts Complete	\$300.00	EA	98	1	-97	\$ (29,100.00)	\$ 29,400.00	\$ 300.00	\$ (29,100.00)
CHANGE ORDER #1										
1	Mobilization/Demobilization	\$135,000.00	LS	1	1	0	\$ -	\$ 135,000.00	\$ 135,000.00	\$ -
2	General Requirements, Bonds, Permits	\$475,000.00	LS	1	1	0	\$ -	\$ 475,000.00	\$ 475,000.00	\$ -
3	Indemnification	\$1,000.00	LS	1	1	0	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -
4	Pre- and Post-Construction Video	\$3,300.00	LS	1	0.5	-0.5	\$ (1,650.00)	\$ 3,300.00	\$ 1,650.00	\$ (1,650.00)
5	Locate Utilities in Advance of Construction	\$45,000.00	LS	1	1	0	\$ -	\$ 45,000.00	\$ 45,000.00	\$ -
6	Survey & Layout and As-Built Survey	\$124,835.00	LS	1	1	0	\$ -	\$ 124,835.00	\$ 124,835.00	\$ -
7	Maintenance of Traffic	\$78,000.00	LS	1	1	0	\$ -	\$ 78,000.00	\$ 78,000.00	\$ -
8	Erosion and Sediment Control	\$18,000.00	LS	1	1	0	\$ -	\$ 18,000.00	\$ 18,000.00	\$ -
9	Full Width remove & replace asphalt pavement 6" asphalt	\$6.85	SY	9301	7102.78	-2198.22	\$ (124,958.81)	\$ 528,761.85	\$ 403,793.04	\$ (124,968.81)
10	Trench Remove and Replace Asphalt Pavement (Full Depth)	\$60.00	SY	1200	557	-643	\$ (38,580.00)	\$ 72,000.00	\$ 33,420.00	\$ (38,580.00)
11	Mill Existing Asphalt Pavement	\$5.68	SY	2639	1915.89	-723.11	\$ (5,243.26)	\$ 18,125.52	\$ 10,882.26	\$ (5,243.26)
12	Asphalt Pavement (SP-12.5)	\$109.45	TN	2130	343,000.0183	113,000.0183	\$ 12,367.85	\$ 25,173.50	\$ 37,541.35	\$ 12,367.85
13	Remove and Replace Concrete Driveway/Sidewalk	\$6.95	SF	11651	12563.5	912.5	\$ 6,341.88	\$ 80,974.45	\$ 87,316.33	\$ 6,341.88
14	Remove and Replace Asphalt Driveway	\$11.65	SF	4492	0	-4492	\$ (52,331.80)	\$ 52,331.80	\$ -	\$ (52,331.80)
15	Remove and Replace Unpaved Driveway	\$2.50	SF	7249	0	-7249	\$ (18,122.50)	\$ 18,122.50	\$ -	\$ (18,122.50)
16	Remove and Reset Pavers Driveway	\$11.00	SF	1920	60	-1860	\$ (20,460.00)	\$ 21,120.00		

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	CONTRACTED QUANTITY (Prior to this Change Order)	INSTALLED QUANTITY TO DATE	DIFFERENCE	QTY DIFFERENCE x UNIT PRICE	Current Contracted Amount	Reconciled Amount	Reconciled (-) Current Contracted Amount
1"	Water Service (Long with Road Crossing)	1,580.00	EA	39	24	-15	\$ (23,700.00)	\$ 61,620.00	\$ 37,920.00	\$ (23,700.00)
16"	Cross	7,940.00	EA	1	0	-1	\$ (7,940.00)	\$ 7,940.00	\$ -	\$ (7,940.00)
16"	x 16" Tee/Wye	7,100.00	EA	2	1	-1	\$ (7,100.00)	\$ 14,200.00	\$ 7,100.00	\$ (7,100.00)
12"	x 12" Tee/Wye	3,300.00	EA	2	0	-2	\$ (6,600.00)	\$ 6,600.00	\$ -	\$ (6,600.00)
16"	x 20" Tee/Wye	8,790.00	EA	1	0	-1	\$ (8,790.00)	\$ 8,790.00	\$ -	\$ (8,790.00)
8"	x 8" Tee/Wye	970.00	EA	5	4	-1	\$ (970.00)	\$ 4,850.00	\$ 3,880.00	\$ (970.00)
8"	x 4" Tee/Wye	840.00	EA	1	2	1	\$ 840.00	\$ 840.00	\$ 1,680.00	\$ 840.00
16"	x 12" Reducer	2,120.00	EA	1	0	-1	\$ (2,120.00)	\$ 2,120.00	\$ -	\$ (2,120.00)
16"	x 8" Reducer	2,110.00	EA	1	1	0	\$ -	\$ 2,110.00	\$ 2,110.00	\$ -
12"	x 8" Reducer	970.00	EA	3	0	-3	\$ (2,910.00)	\$ 2,910.00	\$ -	\$ (2,910.00)
8"	x 2" Reducer	930.00	EA	0	0	0	\$ -	\$ -	\$ -	\$ -
4"	x 2" Reducer	840.00	EA	1	0	-1	\$ (840.00)	\$ 840.00	\$ -	\$ (840.00)
20"	90°	9,890.00	EA	1	0	-1	\$ (9,890.00)	\$ 9,890.00	\$ -	\$ (9,890.00)
20"	Reducer	8,610.00	EA	1	0	-1	\$ (8,610.00)	\$ 8,610.00	\$ -	\$ (8,610.00)
16"	90°	8,770.00	EA	1	0	-1	\$ (8,770.00)	\$ 8,770.00	\$ -	\$ (8,770.00)
20"	Line Stop	69,500.00	EA	1	0	-1	\$ (69,500.00)	\$ 69,500.00	\$ -	\$ (69,500.00)
16"	Horizontal Deflection	12,800.00	EA	3	0	-3	\$ (38,400.00)	\$ 38,400.00	\$ -	\$ (38,400.00)
8"	Horizontal Deflection	5,760.00	EA	5	0	-5	\$ (28,800.00)	\$ 28,800.00	\$ -	\$ (28,800.00)
16"	Vertical Deflection	17,550.00	EA	1	0	-1	\$ (17,550.00)	\$ 17,550.00	\$ -	\$ (17,550.00)
8"	Vertical Deflection	6,080.00	EA	13	12	-1	\$ (6,080.00)	\$ 79,040.00	\$ 72,960.00	\$ (6,080.00)
16"	Gate Valve with Valve Box Assembly	8,620.00	EA	3	2	-1	\$ (8,620.00)	\$ 25,860.00	\$ 17,240.00	\$ (8,620.00)
20"	Gate Valve with Valve Box Assembly	15,950.00	EA	1	0	-1	\$ (15,950.00)	\$ 15,950.00	\$ -	\$ (15,950.00)
8"	Gate Valve with Valve Box Assembly	1,755.00	EA	6	4	-2	\$ (3,510.00)	\$ 10,530.00	\$ 7,020.00	\$ (3,510.00)
12"	Gate Valve with Valve Box Assembly	3,340.00	EA	5	0	-5	\$ (16,700.00)	\$ 16,700.00	\$ -	\$ (16,700.00)
Fire Hydrant Assemblies		5,852.00	EA	7	8	2	\$ 11,704.00	\$ 40,964.00	\$ 52,668.00	\$ 11,704.00
6" Plug		1,340.00	EA	1	0	-1	\$ (1,340.00)	\$ 1,340.00	\$ -	\$ (1,340.00)
16" Plug		3,590.00	EA	1	2	1	\$ 3,590.00	\$ 3,590.00	\$ 7,180.00	\$ 3,590.00
Grout and Abandon Existing 16" Water Main		26.20	LF	623	0	-623	\$ (16,322.60)	\$ 16,322.60	\$ -	\$ (16,322.60)
Grout and Abandon Existing 2" Water Main		2.00	LF	793	0	-793	\$ (1,586.00)	\$ 1,586.00	\$ -	\$ (1,586.00)
Grout and Abandon Existing 6" Water Main		7.00	LF	2038	0	-2038	\$ (14,266.00)	\$ 14,266.00	\$ -	\$ (14,266.00)
Grout and Abandon Existing 3" Water Main		2.00	LF	257	0	-257	\$ (514.00)	\$ 514.00	\$ -	\$ (514.00)
STORMWATER										
Tie Into Existing Inlet		2,000.00	EA	7	9	2	\$ 4,000.00	\$ 14,000.00	\$ 18,000.00	\$ 4,000.00
15"	SD Cross Drain	141.00	LF	216	76	-140	\$ (19,740.00)	\$ 30,456.00	\$ 10,716.00	\$ (19,740.00)
16"	SD Cross Drain	152.00	LF	206	86	-120	\$ (18,240.00)	\$ 31,312.00	\$ 13,072.00	\$ (18,240.00)
24"	SD Cross Drain	157.00	LF	284	87	-197	\$ (30,929.00)	\$ 44,588.00	\$ 13,659.00	\$ (30,929.00)
30"	SD Cross Drain	318.00	LF	469	40	-429	\$ (136,422.00)	\$ 149,142.00	\$ 12,720.00	\$ (136,422.00)
36"	SD Cross Drain	376.00	LF	50	0	-50	\$ (18,800.00)	\$ 18,800.00	\$ -	\$ (18,800.00)
16"	SD Side Drain	112.00	LF	387	196	-191	\$ (21,392.00)	\$ 43,344.00	\$ 21,952.00	\$ (21,392.00)
24"	SD Side Drain	139.00	LF	866	455	-511	\$ (71,029.00)	\$ 134,274.00	\$ 63,245.00	\$ (71,029.00)
30"	SD Side Drain	169.00	LF	169	668	509	\$ 86,021.00	\$ 28,871.00	\$ 112,892.00	\$ 86,021.00
26"	Side Drain	376.00	LF	40	0	-40	\$ (15,040.00)	\$ 15,040.00	\$ -	\$ (15,040.00)
Type "C" Drainage Inlet w/ 6606		2,730.00	EA	6	0	-6	\$ (16,380.00)	\$ 16,380.00	\$ -	\$ (16,380.00)
Type "C" Drainage Inlet w/ 6611 Traffic grate		3,290.00	EA	2	4	2	\$ 6,580.00	\$ 6,580.00	\$ 13,160.00	\$ 6,580.00
Type "E" Drainage Inlet w/ 6616 Traffic grate		7,270.00	EA	1	0	-1	\$ (7,270.00)	\$ 7,270.00	\$ -	\$ (7,270.00)
Type "G" Drainage Inlet		12,805.00	EA	1	3	2	\$ 25,610.00	\$ 12,805.00	\$ 38,415.00	\$ 25,610.00
Type "H" Drainage Inlet		7,805.00	EA	4	6	2	\$ 15,610.00	\$ 31,220.00	\$ 46,830.00	\$ 15,610.00
Type "P8" Drainage Inlet		10,610.00	EA	3	0	-3	\$ (31,830.00)	\$ 31,830.00	\$ -	\$ (31,830.00)
Type "P4" Drainage Inlet		10,935.00	EA	3	2	-1	\$ (10,935.00)	\$ 32,805.00	\$ 21,870.00	\$ (10,935.00)
Connect to Existing Structure		2,250.00	EA	6	5	-1	\$ (13,500.00)	\$ 13,500.00	\$ -	\$ (13,500.00)
Storm Manhole		4,070.00	EA	9	0	-9	\$ (36,630.00)	\$ 36,630.00	\$ 20,360.00	\$ (16,280.00)
Doghouse Storm Manhole		6,870.00	EA	9	0	-9	\$ (61,830.00)	\$ 61,830.00	\$ -	\$ (61,830.00)
Baffle Box (Pipe Diameters 24" and 30")		53,250.00	EA	2	1	-1	\$ (53,250.00)	\$ 108,500.00	\$ 53,250.00	\$ (53,250.00)
Baffle Box (Pipe Diameters 36")		78,380.00	EA	1	0	-1	\$ (78,380.00)	\$ 78,380.00	\$ -	\$ (78,380.00)
Sewall Replacement/Installation		2,420.00	LF	20	12	-8	\$ (19,360.00)	\$ 48,400.00	\$ 29,040.00	\$ (19,360.00)
Rip Rap		135.00	TN	24	0	-24	\$ (3,240.00)	\$ 3,240.00	\$ -	\$ (3,240.00)
Inline Backflow Prevention Valve		25,000.00	EA	1	6	5	\$ 125,000.00	\$ 25,000.00	\$ 150,000.00	\$ 125,000.00
Flap Gate No structural upgrade to wall		26,130.00	EA	1	1	0	\$ -	\$ 26,130.00	\$ 26,130.00	\$ -
Manatee Gate		18,690.00	EA	1	0	-1	\$ (18,690.00)	\$ 18,690.00	\$ -	\$ (18,690.00)
Flap Gate Wall Structural Upgrade		2,420.00	LF	40	0	-40	\$ (96,800.00)	\$ 96,800.00	\$ -	\$ (96,800.00)
29x45 ERCP Limer		377.00	LF	127	0	-127	\$ (47,879.00)	\$ 47,879.00	\$ -	\$ (47,879.00)
18 inch RCP Limer		278.00	LF	133	0	-133	\$ (36,974.00)	\$ 36,974.00	\$ -	\$ (36,974.00)
Dewatering		75,000.00	LS	1	1	0	\$ -	\$ 75,000.00	\$ 75,000.00	\$ -
Curb Inlet Top		1,980.00	EA	1	0	-1	\$ (1,980.00)	\$ 1,980.00	\$ -	\$ (1,980.00)
Remove Existing SD		15.00	LF	429	813	384	\$ 5,760.00	\$ 6,435.00	\$ 12,185.00	\$ 5,760.00
STORMWATER FIRST STREET										
15"	SD Cross Drain	141.00	LF	20	0	-20	\$ (2,820.00)	\$ 2,820.00	\$ -	\$ (2,820.00)
24"	SD Cross Drain	139.00	LF	55	32	-23	\$ (3,197.00)	\$ 7,645.00	\$ 4,448.00	\$ (3,197.00)
24"	SD Side Drain	157.00	LF	157	0	-157	\$ (24,649.00)	\$ 24,649.00	\$ -	\$ (24,649.00)
Type "C" Drainage Inlet w/ 6611 Traffic grate		3,290.00	EA	2	3	1	\$ 3,290.00	\$ 6,580.00	\$ 9,870.00	\$ 3,290.00
Type "C" Drainage Inlet w/ ADA grate		3,637.75	EA	1	0	-1	\$ (3,637.75)	\$ 3,637.75	\$ -	\$ (3,637.75)
Type "E" Drainage Inlet w/ 6616 Traffic grate		7,270.00	EA	1	1	0	\$ -	\$ 7,270.00	\$ 7,270.00	\$ -
Storm Manhole		4,070.00	EA	1	0	-1	\$ (4,070.00)	\$ 4,070.00	\$ -	\$ (4,070.00)
Cut in 18" Baffle Box		53,250.00	EA	1	0	-1	\$ (53,250.00)	\$ 53,250.00	\$ -	\$ (53,250.00)
Baffle Box (Pipe Diameters 24" and 30")		53,250.00	EA	1	1	0	\$ -	\$ 53,250.00	\$ 53,250.00	\$ -
Rip Rap		135.00	TN	11	0	-11	\$ (1,485.00)	\$ 1,485.00	\$ -	\$ (1,485.00)
Inline Backflow Prevention Valve		25,000.00	EA	2	1	-1	\$ (25,000.00)	\$ 50,000.00	\$ 25,000.00	\$ (25,000.00)
Sewall Replacement/Installation		2,420.00	LF	20	0	-20	\$ (48,400.00)	\$ 48,400.00	\$ -	\$ (48,400.00)
Flow Through Sidewalk		1,050.00	EA	2	3	1	\$ 1,050.00	\$ 2,100.00	\$ 3,150.00	\$ 1,050.00
SANITARY SEWER										
4" Sewer Service Lateral (Without Cleanout)		1,720.00	EA	15	5	-10	\$ (17,200.00)	\$ 25,800.00	\$ 8,600.00	\$ (17,200.00)
Adjust Manhole Frame and Cover		475.00	EA	16	4	-12	\$ (5,700.00)	\$ 7,600.00	\$ 1,900.00	\$ (5,700.00)
Cleanouts Complete		300.00	EA	15	0	-15	\$ (4,500.00)	\$ 4,500.00	\$ -	\$ (4,500.00)
16" Forcemain Replacement		176.00	LF	600	0	-600	\$ (106,600.00)	\$ 106,600.00	\$ -	\$ (106,600.00)
16" Forcemain Bypass Pumping		30,000.00	Allow	1	0	-1	\$ (30,000.00)	\$ 30,000.00	\$ -	\$ (30,000.00)
16" Forcemain Deflection		12,290.00	EA	3	0	-3	\$ (36,870.00)	\$ 36,870.00	\$ -	\$ (36,870.00)
Pull Boxes Furnish and Install		1,265.00	EA	2	0	-2	\$ (2,530.00)	\$ 2,530.00	\$ -	\$ (2,530.00)
Furnish and Install 2" Conduit with pull string		7.30	LF	600	0	-600	\$ (4,380.00)	\$ 4,380.00	\$ -	\$ (4,380.00)
ELECTRICAL/LIGHTING & SIDEWALK										
1-2" Conduit Installation-Only with pull string (FPL furnished) Or		24.80	LF	4563	1520	-3073	\$ (76,210.40)	\$ 113,906.40	\$ 37,696.00	\$ (76,210.40)
Pull Boxes Installation-Only (FPL furnished)		300.00	EA	39	4	-35	\$ (10,500.00)	\$ 11,700.00	\$ 1,200.00	\$ (10,500.00)
2" Conduit (Furnish and Install 12" to 18" depth)		8.30	LF	4563	3627	-766	\$ (7,123.80)	\$ 42,714.90	\$ 35,591.10	\$ (7,123.80)
Pull Boxes for Owner Conduit		1,255.00	EA	35	15	-20	\$ (25,300.00)	\$ 44,275.00	\$ 18,975.00	\$ (25,300.00)
Proposed Curb and Gutter		25.65	LF	3574	5474.5	1900.5	\$ 48,557.78	\$ 91,315.70	\$ 139,873.48	\$ 48,557.78
Proposed Sidewalk		7.95	SF	33974	12773	-21201	\$ (168,547.95)	\$ 270,061.30	\$ 101,545.35	\$ (168,547.95)
Deflectable Warnings		350.00	EA	23	31.5	8.5	\$ 2,975.00	\$ 8,050.00	\$ 11,025.00	\$ 2,975.00
Decorative Sidewalk		21.00	SF	600	0	-600	\$ (10,500.00)	\$ 10,500.00	\$ -	\$ (10,500.00)
Flow Through Sidewalk		1,100.00	EA	15	4	-11	\$ (12,100.00)	\$ 15,500.00	\$ 4,400.00	\$ (12,100.00)
TOTAL CHANGE ORDER #2 RECONCILIATION								\$ 11,378,678.24	\$ 7,632,343.26	\$ (3,746,334.98)

1. **Requested Motion:**

Meeting Date: November 20, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 2 TO AMENDMENT 10 OF THE DESIGN-BUILD AGREEMENT RFQ-13-02-PW BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$2,954,436.07; EXTENDING THE DATE FOR FINAL COMPLETION BY 836 DAYS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE

Why the action is necessary:

To finalize and close out the contract with Mitchell & Stark Constructions Company, Inc. (M&S) for the project named Estero Blvd Phase 4 Water Main Improvements, and pursue efforts with FDEP for the reallocation of surplus funds to the upcoming Tier 1 Side Streets Water and Storm Water Improvements project.

What the action accomplishes:

Approves and authorizes the Town Manager to make changes to the executed contract documents and close out the contract per this approved change order, and authorizes the efforts with FDEP for reallocation of surplus funds to the upcoming Tier 1 Side Streets Water and Storm Water Improvement project.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Steve Matuska, Utilities
Manager

5. **Background:**

The original Design Build Agreement under RFQ-13-08-PW was executed on September 5, 2013.

Since then, a total of 01 different amendments were added to the original agreement, with amendment number 10 being the last amendment on October 21, 2019, for the project named Estero Blvd Water Main Phase 4 Improvements in the amount of \$10,420,192.58, which included the last Phase of Estero Blvd Water Main Improvements from Alatross St. to the south end of the island. Bayview Blvd Water Main Improvements were added to amendment 10 by previous change order number 1, for an additional amount of \$477,202.94 on April 12, 2021.

This change order (#2) is the final reconciliatory change order reflecting final quantities for work completed and extending the total contract time. With joint team efforts by the Town staff, contractor Mitchell & Stark, the Town's Funding Consultant Angies Brewer & Assoc, and the Town's Engineering consulting firm, Tetra Tech, work was successfully completed under budget, with a total saving of \$2,954,436.07. These remaining available funds will be reallocated to the upcoming Tier 1 Side Streets Water and Storm Water Improvement project, contingent on final approval from FDEP.

For more insight of the project understanding and any questions/concerns, a brief Powerpoint presentation will be presented to the Council by the Town's Engineering project Manager along with Engineering consulting firm Tetra Tech.

Attachments:

1. 23-156, Phase 4 Water Main Change Order #2
2. FMB Estero Ph 4 Final CO

Financial Impact:

The primary funding source for the project is the State Revolving Fund (SRF) Loan Program from FDEP. As this project was successfully completed under budget with a total savings of \$2,954,436.07, the available remaining funds, primarily from the State Revolving Fund (SRF) will be reallocated to the upcoming Tier 1 Side Streets Water and Storm Water Improvements project contingent final approval from FDEP.

6. Alternative Action

Do not approve

7. Management Recommendations:

Approve Change Order 2 and authorize the Town Manager to close out the project and the contract to reflect final quantities installed and extend the contract time accordingly.

8. Recommended Approval:

Amy Baker, Town Clerk

Steve Matuska, Utilities Manager

Steve Poposki, Town Engineer

Joe Onzick, Finance Director

Gretchen R.H. Vose, Town Attorney

Amy Baker, Town Clerk

Andy Hyatt, Town Manager

Created/Initiated - 10/30/2023

Approved - 11/8/2023

Approved - 11/8/2023

Approved - 11/8/2023

Approved - 11/8/2023

Approved - 11/9/2023

Final Approval - 11/13/2023

RESOLUTION NUMBER 23-156

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 2 TO AMENDMENT 10 OF THE DESIGN-BUILD AGREEMENT RFQ-13-02-PW BETWEEN THE TOWN OF FORT MYERS BEACH AND MITCHELL & STARK CONSTRUCTION CO.; DECREASING THE CONTRACT AMOUNT BY \$2,954,436.07; EXTENDING THE DATE FOR FINAL COMPLETION BY 836 DAYS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CHANGE ORDER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Fort Myers Beach, Florida ("Town") entered into Design Build Agreement RFQ-13-02-PW ("Agreement") with Mitchell & Stark Construction Co., ("Contractor") in September of 2013; and,

WHEREAS, the Town and Contractor subsequently amended said Agreement in October of 2019 with Amendment 10 in the amount of \$10,420,192.58 to include construction of water mains along Estero Boulevard from Albatross Street to the southern end of the island; and,

WHEREAS, Change Order No. 2 to Amendment 10 of the Agreement decreases the contracted amount by \$2,954,436.07 and extends the date of final completion by 836 days.

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

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Change Order No. 2 to Amendment 10 of the Agreement between the Town and the Contractor attached hereto as Exhibit "A" is hereby approved.

Section 3. The Town Manager is authorized to execute the Change Order.

Section 4. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

Section 4. This resolution shall take effect immediately upon its adoption.

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

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John King, Council Member

Bill Veach, Council Member
Karen Woodson, Council Member

ADOPTED this 20th day of November 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., Town Attorney

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

PART E
FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDER

No.: 2

(A Change Order requires approval by the Finance Director and Town Manager for expenditures under \$25,000, approval by the Town Council for expenditures over \$25,000).

CONTRACT/PROJECT NAME: Estero Boulevard Water Main - Phase 4

CONTRACTOR: Mitchell & Stark Construction Company, Inc. PROJECT NO.: RFQ-13-02-PW

CONTRACT NO.: RFQ-13-02-PW - Amendment 10 BID NO.: RFQ-13-02-PW

CHANGE REQUESTED BY: Public Works Department DATE OF REQUEST: 08/11/2023

Upon the completion and execution of this Change Order by both parties to the Contract the Contractor is authorized to and shall proceed to make the following changes in the Contract Documents:
(If you need space other than what has been provided, please attach additional sheets.)

Description: Reconciliation of installed quantities for Work Completed and extension of the contract time.

Purpose of Change Order: To reconcile quantities for Work Completed and to extend the contract time.

Attachments: (List documents supporting change) Change Order 2 Reconciliation Worksheet

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$ 10,420,192.58

Previous Change Order No. 0 to No. 1
\$ 477,202.94

Contract Price prior to this Change Order
\$ 10,897,395.52

Net Increase (Decrease) of this Change Order
\$ (2,954,438.07)

Contract Price will all approved Change Orders
\$ 7,942,959.45

CHANGE IN CONTRACT TIME:

Original Contract Time
540 Calendar Days

Net Change from previous Change Orders
0 Calendar Days

Contract Time prior to this Change Order
540 Calendar Days

Net Increase (Decrease) of this Change Order
838 Calendar Days

Contract Time with all approved Change Orders
1378 Calendar Days

It is understood and agreed that the acceptance of this modification by the CONTRACTOR constitutes an accord and satisfaction, and represents payment in full (both time and money) for all costs arising out of, or incidental to, the above mentioned change.

RECOMMENDED:

By: [Signature] 8/14/23
Consultant (if applicable) Date

By: _____
Department Director Date

Contracts Management

APPROVED:

Town Attorney Date

ACCEPTED

By: [Signature]
Contractor

Date Accepted: 8/14/23

(CORPORATE SEAL)

TOWN APPROVAL:

By: _____
Finance Director (Under \$25,000)

Date Approved: _____

By: _____
Town Manager (Under \$25,000)

Date Approved: _____

By: _____
Mayor, Town Council
(Over \$25,000)

Date Approved: _____

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ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	CONTRACTED QUANTITY (Prior to this Change Order)	INSTALLED QUANTITY TO DATE	DIFFERENCE	QTY DIFFERENCE ± UNIT PRICE
6"X 4" Hot Tap		\$ 9,303.00	EA	1	1.00	0	\$ -
Install new Water Meter & Reconnect (Meter by Others)		\$ 202.68	EA	28	28.00	0	\$ -
1" Water Service Short. (No price for long services)		\$ 2,231.68	EA	30	28.00	-2	\$ (4,463.36)
6" Line Stop and Cap		\$ 13,009.50	EA	1	0.00	-1	\$ (13,009.50)
6" Bend		\$ 1,064.15	EA	15	2.00	-13	\$ (13,833.95)
6x6 Tee		\$ 1,064.15	EA	1	1.00	0	\$ -
6" Gate Valve		\$ 2,176.53	EA	3	1.00	-2	\$ (4,353.06)
Remove Fire Hydrant		\$ 600.00	EA	3	0.00	-3	\$ (1,800.00)
Fire Hydrant		\$ 8,721.97	EA	3	3.00	0	\$ -
Temp Paving Local Roads (6" BCBC on rolled sub-grade)		\$ 179.50	TONS	375	336.64	-38.36	\$ (6,840.72)
Poly Wrap Fittings (LDOT Std)		\$ 125.00	EA	13	3.00	-10	\$ (1,250.00)
Inlet Protection		\$ 315.00	EA	4	0.00	-4	\$ (1,260.00)

TOTAL CHANGE ORDER #2 RECONCILIATION

\$ (2,954,436.07)

Current Contracted Amount	Reconciled Amount	Reconciled (-) Current Contracted Amount
\$ 9,303.00	\$ 9,303.00	\$ -
\$ 5,680.64	\$ 5,680.64	\$ -
\$ 66,950.40	\$ 62,487.04	\$ (4,463.36)
\$ 13,009.50	\$ -	\$ (13,009.50)
\$ 15,992.25	\$ 2,128.30	\$ (13,833.95)
\$ 1,064.15	\$ 1,064.15	\$ -
\$ 6,529.59	\$ 2,176.53	\$ (4,353.06)
\$ 1,800.00	\$ -	\$ (1,800.00)
\$ 28,185.91	\$ 28,185.91	\$ -
\$ 67,312.50	\$ 60,462.78	\$ (6,849.72)
\$ 1,625.00	\$ 375.00	\$ (1,250.00)
\$ 1,260.00	\$ -	\$ (1,260.00)

\$ 10,897,395.52 \$ 7,942,959.45 \$ (2,954,436.07)

1. **Requested Motion:**

Meeting Date: November 20, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #6 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR ADDITIONAL DESIGN CONSTRUCTION PHASE SERVICES FOR THE ESTERO ISLAND BEACH TRUCK HAUL PROJECT, FOR A COST NOT TO EXCEED \$135,540; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Beach recovery from the 220,000 cubic yards of sand eroded by Hurricane Ian.

What the action accomplishes:

Provides engineering design and construction phase services for construction of beach accesses, filling scour holes, and building emergency berms.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The Town applied for and is receiving State Funding for Hurricane Ian Recovery for purchasing, transporting and placing sand to offset impacts to the beach accesses, fill scour holes, and building emergency berms. This STA #6 is a companion task order to STA #5 which was for 26,000 tons; the new total is 112,000 tons.

Attachments:

1. 23-161, 231120 CEC STA 6 Berm Sand
2. 23303_STA 6-EI Beach Truck Haul Add On 20231016
3. Award Letter Town of Fort Myers Beach Grant v2

Financial Impact:

A grant from the Florida Department of Emergency Management will pay for the cost of STA#6 of contract RFQ-21-09-EN.

6. **Alternative Action**

Do not approve supplemental task agreement #6 of contract RFQ-21-09-EN.

7. **Management Recommendations:**

Approve STA#6 of contract RFQ-21-09-EN.

8. **Recommended Approval:**

Danielle Felton,
Frankie Kropacek, Operations & Compliance Director
Joe Onzick, Finance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 11/13/2023
Approved - 11/13/2023
Approved - 11/13/2023
Approved - 11/13/2023
Approved - 11/13/2023
Final Approval - 11/13/2023

RESOLUTION NUMBER 23-161

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #6 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR ADDITIONAL DESIGN CONSTRUCTION PHASE SERVICES FOR THE ESTERO ISLAND BEACH TRUCK HAUL PROJECT, FOR A COST NOT TO EXCEED \$135,540; 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, 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 #6 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 #6 of Contract # RFQ-21-09-EN between the Town and Coastal Engineering Consultants, Inc., for \$135,540. A copy of the Supplemental Task Order #6 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, Council Member
Bill Veach, Council Member
Karen Woodson, Council Member

ADOPTED this 20th day of November 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 November 2023.

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

X Supplemental Task Authorization

NO.: 6

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: 10/13/2023

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: October 16, 2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: October 16, 2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: October 16, 2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: October 16, 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 October 16, 2023
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

EXHIBIT A

Date: October 16, 2023

SCOPE OF PROFESSIONAL SERVICES

Estero Island Beach Truck Haul Project

INTRODUCTION

The Town applied for and is receiving State Funding for Hurricane Ian Recovery for purchasing, transporting and placing sand to offset impacts to the beach accesses, fill scour holes, and building emergency berms. This STA #6 is a companion task order to STA #5 which was for 26,000 tons; the new total is 80,000 tons.

4: Update Final Design Services

Collect Design Data. Update Construction Plans, Technical Specifications, Contract Documents, Bid Schedule, Schedule of Values, and Special Provisions for the additional volume. The additional fill areas include 5000 Block Scour Holes, Emergency Berm Segments along Estero Island to connect berm segments previously constructed by others, and 27 public accesses. Prepare Final Opinion of Probable Construction Cost.

5: Continuing Construction Phase Services

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 and scour holes, 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 90-day construction window (noting STA #5 covers the first 60 days). Services beyond 90 days shall be provided as additional services.

Total Cost (of Job): *\$135,540*

EXHIBIT B

Date: October 16, 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 4	Update Final Design Services	\$11,050	LS	W.I.P.P.
Task 5	Continuing Construction Phase Services	\$124,490	LS	W.I.P.P.
TOTAL		\$135,540		

(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: October 16, 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: October 16, 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: October 16, 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 4	Update Final Design Services	30	30
Task 5	Continuing Construction Phase Services	90	120

EXHIBIT D

Date: October 16, 2023

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

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

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

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

October 2, 2023

Cheri Russ
2525 Estero Boulevard
Fort Myers Beach, FL 33931

The Florida Division of Emergency Management (FDEM) is happy to share the approval of your application for the Hurricane Ian and Nicole Repair and Recovery Funding appropriated by the 2023 General Appropriations Act. The Town of Fort Myers Beach will be awarded a grant of \$8,000,000 support beach renourishment.

A funding agreement will be sent to you by your grant managers Berenice Hernandez Avila and Megan Hill. This funding agreement will need to be signed by your authorized representative and sent back to FDEM for full execution. Please reply all to this email with the contact information of your authorized representative.

Grant Managers:

Email: Berenice.Hernandez@em.myflorida.com
Cell: (850) 559-4601

Email: Megan.Hill@em.myflorida.com
Cell: (850) 591-2496

Sincerely,


Kevin Guthrie
Executive Director

1. **Requested Motion:**

Meeting Date: November 20, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #7 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONTINUING CONSTRUCTION PHASE SERVICES FOR THE ESTERO ISLAND BEACH TRUCK HAUL PROJECT, FOR A COST NOT TO EXCEED \$47,810, AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

STA#7 of contract RFQ-21-09-EN will provide engineering construction phase services to complete the FEMA and FDEM funded emergency berm.

What the action accomplishes:

Provides continued engineering construction phase services to complete the FEMA Emergency Berm Project.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

The Town applied for and is receiving additional FEMA public assistance for the Emergency Berm. This STA #7 is a companion task order to STA #2 of contract RFQ-21-09-EN . The additional volume is over 20,000 tons and the additional time is 60 days.

Attachments:

1. 23-163, 231120 CEC STA 7 FEMA Berm Sand Resolution
2. 22502_STA 7 Estero Island Emergency Berm Add-On 20231101

Financial Impact:

FEMA and FDEM grants are expected to pay for STA#7 of contract RFQ-21-09-EN.

6. **Alternative Action**

Do not approve STA#7 of contract RFQ-21-09-EN.

7. **Management Recommendations:**

Approve STA#7 of contract RFQ-21-09-EN.

8. **Recommended Approval:**

Danielle Felton,
Frankie Kropacek, Operations & Compliance Director
Joe Onzick, Finance Director
Gretchen R.H. Vose, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 11/13/2023
Approved - 11/13/2023
Approved - 11/14/2023
Approved - 11/14/2023
Approved - 11/15/2023
Final Approval - 11/15/2023

RESOLUTION NUMBER 23-163

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #7 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONTINUING CONSTRUCTION PHASE SERVICES FOR THE ESTERO ISLAND BEACH TRUCK HAUL PROJECT, FOR A COST NOT TO EXCEED \$47,810, 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, The Town of Fort Myers Beach suffered catastrophic losses of sand in its beaches due to Hurricane Ian leaving upland properties vulnerable to tidal surge flooding, and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested Supplemental Task Order #7 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 Supplemental Task Order #6 of Contract # RFQ-21-09-EN between the Town and Coastal Engineering Consultants, Inc., for \$47,810. A copy of the Supplemental Task Order #7 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 ____ 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.

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

X Supplemental Task Authorization

NO.: 7

CONTRACT/PROJECT NAME: Estero Island Emergency Berm Continuing Construction Phase Services

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: 10/31/2023

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: November 1, 2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: November 1, 2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: November 1, 2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: November 1, 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 November 1, 2023
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

EXHIBIT A

Date: November 1, 2023

SCOPE OF PROFESSIONAL SERVICES

Estero Island Emergency Berm Continuing Construction Phase Services

INTRODUCTION

The Town applied for and is receiving additional FEMA public assistance for the Emergency Berm. This STA #7 is a companion task order to STA #2. The additional volume is over 20,000 tons and the additional time is 60 days.

6: Continuing Construction Phase Services

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 Review pay applications and recommend payments. Perform substantial and final completion inspections. Issue Project Certifications.

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

Total Cost (of Job): \$47,810

EXHIBIT B

Date: November 1, 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 6	Continuing Construction Phase Services	\$47,810	LS	W.I.P.P.
TOTAL		\$47,810		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

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

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

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 1/9/2023, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 1, 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: November 1, 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: November 1, 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 6	Continuing Construction Phase Services	60	60

EXHIBIT D

Date: November 1, 2023

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

ESTERO ISLAND BEACH RENOURISHMENT PHASE I

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

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

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

1. **Requested Motion:**

Meeting Date: November 20, 2023

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #8 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR BID PHASE AND PRE-CONSTRUCTION SERVICES FOR THE ESTERO ISLAND BEACH RENOURISHMENT PROJECT, FOR A COST NOT TO EXCEED \$30,880, AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The beach is a vital economic and environmental asset to the Town of Fort Myers Beach, providing recreational space, habitat for listed species, and storm impact reduction benefits for upland properties.

What the action accomplishes:

STA#8 provides engineer consulting for the bid and pre-construction phases of the Town's Beach Renourishment Project.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

The Beach Renourishment Project will renourish the north and central segments and initial restoration and subsequent renourishment of the south segment; plus hot-spot maintenance, post-storm recovery, and beach maintenance. The Town's Beach Renourishment Project is permitted by the FDEP to excavate, transport, and place approximately 1 million cubic yards of beach compatible sand from a Gulf of Mexico sand source to nourish multiple beach segments on Estero Island and to offset impacts from Hurricane Ian.

Attachments:

1. Resolution 23-162, CEC STA 8 Beach Renourishment CEC Bid Phase and Pre Construction Services
2. 23504 STA 8 Estero Island Nourishment Bid Phase Services 20231101

Financial Impact:

Based on cost share grant from the FDEP and the draft ILA with the TDC, the Town is responsible for 15.1% of STA#8 cost, which equals \$4,662.88.

6. **Alternative Action**

Do not approve STA #8.

7. **Management Recommendations:**

8. **Recommended Approval:**

Danielle Felton,
Frankie Kropacek, Operations & Compliance Director
Joe Onzick, Finance Director
Gretchen R.H. Vose, Town Attorney

Created/Initiated - 11/13/2023
Approved - 11/13/2023
Approved - 11/14/2023
Approved - 11/14/2023

Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Approved - 11/15/2023
Final Approval - 11/15/2023

RESOLUTION NUMBER 23-162

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #8 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR BID PHASE AND PRE-CONSTRUCTION SERVICES FOR THE ESTERO ISLAND BEACH RENOURISHMENT PROJECT, FOR A COST NOT TO EXCEED \$30,880.

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 recognizes the beach as a vital economic and environmental asset for the Town residents and businesses, and

WHEREAS, The Town of Fort Myers Beach recognizes the importance of the beach providing recreational space, native habitat for listed species, and storm impact reduction benefits to upland properties, and

WHEREAS, The Town of Fort Myers Beach is responsible for beach management, restoration and maintenance of the beach in its jurisdiction, and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested Supplemental Task Order #8 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 #8 of Contract # RFQ-21-09-EN between the Town and Coastal Engineering Consultants, Inc., for \$30,880. A copy of the Supplemental Task Order #8 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 ____ 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.

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

X Supplemental Task Authorization

NO.: 8

CONTRACT/PROJECT NAME: Estero Island Beach Nourishment Project Bid Phase Services

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: 10/24/2023

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: November 1, 2023

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: November 1, 2023

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: November 1, 2023

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: November 1, 2023

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

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

ACCEPTED:

By: Michael T. Hoff November 1, 2023
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

SCOPE OF PROFESSIONAL SERVICES
ESTERO ISLAND BEACH NOURISHMENT PROJECT BID PHASE SERVICES

TASK 18 **BID PHASE SERVICES**

Continue to provide permit processing and stakeholder coordination services during Bid Process. Update plans and specifications to incorporate final agency approvals. Assist the Town in coordinating a one-time bid process. Attend pre-bid meeting. Assist the Town issue addenda as appropriate to interpret, clarify or expand the Bid Documents. Evaluate bids. Check bidder references. Render recommendation for award to the lowest responsible and responsive bidder.

TASK 19 **PRE-CONSTRUCTION SERVICES**

Assist the Town evaluate opportunities with the Contractor to provide cost savings, assist the Town negotiate the terms and conditions of the construction contract with the Contractor, and assist the Town issue Notice of Award and Notice to Proceed. If the Town engages in negotiations with the Contractor, assist the Town with respect to technical and engineering issues that arise during the negotiations.

Based upon the agency requirements, prepare and assemble the attachments and supporting documents and submit the pre-construction submittals. Coordinate with the Town and FDEP to address questions, edit the documents, and submit final versions for approval.

Arrange, prepare for, attend and represent the Town at one agency required pre-construction meeting with the Town, Contractor, FDEP, FWC, FWS, USACE, shorebird monitors, and permitted sea turtle monitors to review construction schedule, work plan and methods, permit conditions, and environmental protection measures.

DELIVERABLES

Task 18

- Bid Documents
- Addendum
- Recommendation of Award

Task 19

- Pre-Construction Document Submittal Package
- Agency Pre-Construction Meeting Requirements

Total Cost (of Job): *\$30,880*

EXHIBIT B

Date: November 1, 2023

COMPENSATION AND METHOD OF PAYMENT

ESTERO ISLAND BEACH NOURISHMENT PROJECT BID PHASE SERVICES

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 18	BID PHASE SERVICES	\$22,080	LS	W.I.P.P.
Task 19	PRE-CONSTRUCTION SERVICES	\$8,800	LS	W.I.P.P.
TOTAL		\$30,880		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 3/16/2020, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 5/10/2020, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: November 1, 2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR
ESTERO ISLAND BEACH NOURISHMENT PROJECT

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

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

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

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

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

ATTACHMENT NO. 2 TO EXHIBIT B

Date: November 1, 2023

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ESTERO ISLAND BEACH NOURISHMENT PROJECT

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

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

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	Lunch
	Dinner
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
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Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
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*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: November 1, 2023

TIME AND SCHEDULE OF PERFORMANCE
ESTERO ISLAND BEACH NOURISHMENT PROJECT

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 18	BID PHASE SERVICES	60	60
Task 19	PRE-CONSTRUCTION SERVICES	60	120

EXHIBIT D

Date: November 1, 2023

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

ESTERO ISLAND BEACH NOURISHMENT PROJECT

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

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

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